

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

AARON ASELTINE, individually and on
behalf of others similarly situated,

Plaintiff,

v.

BANK OF AMERICA, N.A.,

Defendant.

CASE NO. 3:23-cv-235

*Removed from Mecklenburg County
Superior Court (Case No. 23-cvs-4529)*

NOTICE OF REMOVAL OF CIVIL ACTION

PLEASE TAKE NOTICE that Bank of America, N.A. (“Bank of America”), by its undersigned counsel, hereby removes the above-captioned action, which is currently pending in the Superior Court of the County of Mecklenburg, North Carolina, to the United States District Court for the Western District of North Carolina, pursuant to 28 U.S.C. §§ 1332(d), 1441, 1446 and 1453. As grounds for removal, Bank of America states as follows:

INTRODUCTION

This case is removable under 28 U.S.C. § 1441 and the Class Action Fairness Act of 2005, P.L. 109-2, as codified at 28 U.S.C. § 1332(d) and 28 U.S.C. § 1453 (“CAFA”). Pursuant to CAFA, federal courts have original jurisdiction over class actions where: (1) the putative class consists of at least 100 members (28 U.S.C. § 1332(d)(5)(B)); (2) there is minimal diversity between the parties (28 U.S.C. § 1332(d)(2)(C)); and (3) the aggregate class-wide amount in controversy exceeds \$5,000,000, exclusive of interest and costs (28 U.S.C. § 1332(d)(2) and (6)). Based upon Plaintiff’s allegations (which Bank of America expressly denies and intends to

demonstrate are without merit), removal here is proper because CAFA's requirements are met, no exception to CAFA jurisdiction applies, and Bank of America has timely removed.

BACKGROUND

1. On March 8, 2023, Plaintiff Aaron Aseltine ("Plaintiff") filed a Complaint ("Complaint") in the Superior Court of Mecklenburg County, North Carolina (the "State Court Action"). The State Court Action was assigned Civil Docket No. 23 CVS 4529.¹

2. Bank of America was served with the Summons and Complaint on March 27, 2023. Attached hereto as Exhibit A is a copy of all process and pleadings served upon Bank of America in the State Court Action.

3. The Complaint alleges claims of breach of contract, including breach of covenant of good faith and fair dealing (Count I, ¶¶ 53-65), violations of the North Carolina Unfair & Deceptive Trade Practices Act ("UDTPA"), N.C.G.S. § 75.1-1 *et seq.* (Count II, ¶¶ 66-75), and violations of the California Unfair Competition Law and Business and Professions Code § 17200 (Count III, ¶¶ 76-92).

4. More specifically, Plaintiff alleges that Bank of America charged Plaintiff with an undisclosed \$15 incoming wire transfer fee in violation of North Carolina and California law. Compl. ¶¶ 19, 37.

5. Plaintiff asserts Counts I and II on behalf of himself and on behalf of a putative class of consumers defined as: "All Bank of America personal accountholders who, during the

¹ Bank of America sets forth the allegations in Plaintiff's Complaint solely to establish the prerequisites for jurisdiction and removal of this action. By filing this Notice of Removal, Bank of America does not waive any objections it may have as to the Complaint, including Court's lack of jurisdiction over Defendant, venue, or the viability of class certification. Bank of America intends no admission of fact, law, or liability by this Notice, and reserves all defenses, motions and pleas.

applicable statute of limitations throughout the date of class certification, were charged Incoming Wire Transfer Fees,” and Count III on behalf of himself and on behalf of a putative subclass defined as: “All Bank of America personal accountholders in the State of California who, during the applicable statute of limitations throughout the date of class certification, were charged Incoming Wire Transfer Fees.” Compl. ¶¶ 37, 38.

6. Plaintiff seeks, on behalf of the Classes, restitution for all incoming wire transfer fees paid to Bank of America by Plaintiff and the Classes, treble damages pursuant to the UDTPA claim, attorneys’ fees and costs, and any additional actual damages that may be proven. Compl. at p. 21 (“Prayer for Relief”). Plaintiff’s maximum treble damages are \$45—three times the single \$15 incoming wire transfer fee alleged in the Complaint.

REMOVAL IS PROPER UNDER 28 U.S.C. §§ 1332(d) and 1453
(CAFA JURISDICTION)

7. This Court has original jurisdiction under 28 U.S.C. §§ 1332(d) and 1453 on the basis of CAFA because (1) “the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs,” (2) the citizenship of at least one putative class member is different from that of Bank of America, and (3) the putative class consists of more than 100 proposed class members. *See* 28 U.S.C. §§ 1332(d)(2), (d)(2)(C) and (d)(5)(B).

8. Congress enacted CAFA to “curb abuse in class actions and keep cases of national importance in federal court.” *Anthony v. Serv. Corp. Int’l*, 2011 WL 1343195, at *2 (W.D.N.C. Mar. 18, 2011), *report and recommendation adopted*, 2011 WL 1343159 (W.D.N.C. Apr. 8, 2011). Courts “are obliged to construe and apply CAFA’s grant of federal court jurisdiction broadly, and to apply the three removal exceptions in a narrow fashion.” *Dominion Energy, Inc. v. City of Warren Police & Fire Ret. Sys.*, 928 F.3d 325, 336 (4th Cir. 2019); *see* S. Rep. No. 109-14, at 43 (“[S]ection 1332(d) is intended to expand substantially federal court jurisdiction over class actions.

Its provisions should be read broadly, with a strong preference that interstate class actions should be heard in a federal court if properly removed by any defendant.”).

9. Under CAFA, when the number of members of a putative class as defined in the complaint exceeds 100 individuals, federal courts have original jurisdiction over “any civil action in which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and is a class action in which . . . any member of a class of plaintiffs is a citizen of a state different from any defendant.” 28 U.S.C. §§ 1332(d)(2)(A), (d)(5)(B). “When the foregoing three criteria . . . are satisfied, a defendant sued in a class action in a state court is presumptively entitled to remove the proceedings to federal court.” *Dominion Energy, Inc.*, 928 F.3d, at 330; *see* 28 U.S.C. § 1453(b).

10. A defendant’s notice of removal need only contain a “short and plain statement of the grounds for removal.” *Scott v. Cricket Commc’ns, LLC*, 865 F.3d 189, 194 (4th Cir. 2017); *see also Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 87 (2014). Under CAFA, federal courts must accept a removing defendant’s “plausible allegations” regarding jurisdiction. *Scott*, 865 F.3d at 194. If a plaintiff challenges those allegations, the removing defendant must “demonstrate” the Court’s jurisdiction by a preponderance of the evidence. *Id.* at 196-97; *see also Hamilton v. Arcan Cap., LLC*, 2019 WL 1322535, at *2 (M.D.N.C. Mar. 22, 2019) (explaining further that “there is no presumption in favor of remand when cases are removed under CAFA.”); *Priselac v. Chemours Co.*, 2021 WL 4303768, at *4 (E.D.N.C. Sept. 20, 2021).

11. This action satisfies all requirements for removal under CAFA, as established by the Complaint.

Putative Class Size (28 U.S.C. § 1332(d)(5)(B)).

12. Removal is proper under 28 U.S.C. § 1332(d)(5)(B) because the number of members of the proposed class exceeds 100.

13. Specifically, Plaintiff asserts that he seeks to represent both a Nationwide Class and a California Subclass. Compl. ¶ 37-38.

14. The Nationwide Class is defined as:

All Bank of America personal accountholders who, during the applicable statute of limitations through the date of class certification, were charged Incoming Wire Transfer Fees.

Compl. ¶ 37.

15. The California Subclass is defined as:

All Bank of America personal accountholders in the State of California who, during the applicable statute of limitations through the date of class certification, were charged Incoming Wire Transfer Fees.

Compl. ¶ 38.

16. The Nationwide Class definition clearly encompasses more than 100 people because, as drafted, it literally includes “[a]ll Bank of America personal accountholders” who were “charged Incoming Wire Transfer fees.” Compl. at ¶ 37. Plaintiff himself alleges that the Class “consists of at least thousands of members.” *Id.* at ¶ 41.

17. Accordingly, the number of putative class members exceeds 100, and CAFA’s numerosity requirement is satisfied. *See* 28 U.S.C. § 1332(d)(5)(B).

Citizenship of the Parties (28 U.S.C. § 1332(d)(2)(C)).

18. CAFA applies when “any member of a class of plaintiffs is a citizen of a State different from any defendant.” 28 U.S.C. § 1332(d)(2)(A).

19. For purposes of diversity of citizenship, Plaintiff is a citizen of California because Plaintiff alleges he is a resident of California. Compl. ¶ 8. Additionally, Bank of America's account records indicate that Plaintiff has a California address.

20. For purposes of diversity of citizenship, Bank of America is a citizen of North Carolina because it is a national banking association and its articles of association designate its main office as located in Charlotte, North Carolina. *See Wachovia Bank v. Schmidt*, 546 U.S. 303, 318 (2006) (holding that national bank is a citizen of the State in which its main office, as set forth in its articles of association, is located); *Navy Fed. Credit Union v. LTD Fin. Servs., LP*, 972 F.3d 344, 361 (4th Cir. 2020) (same).

21. Accordingly, because at least one member of the purported class is a citizen of a state different from any defendant, this action satisfies CAFA's minimal diversity requirement.

Amount in Controversy (28 U.S.C. § 1332(d)(2)).

22. For removal purposes, establishing the amount in controversy under CAFA requires only that a defendant provide a short and plain statement of the basis for jurisdiction—the equivalent of that required for a plaintiff filing a complaint. *Dart*, 574 U.S. at 81. This means “a defendant's notice of removal need only include a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.” *Id.*; *Bartels v. Saber Healthcare Grp., LLC*, 880 F.3d 668, 673 n.2 (4th Cir. 2018) (same).

23. While Bank of America denies that Plaintiff is entitled to recover any amount, and specifically denies that certification of any class is proper, Plaintiff's allegations, requests for relief, and putative Nationwide Class definition plausibly place the amount in controversy in this

case above CAFA's \$5,000,000 aggregate threshold for jurisdictional purposes.² 28 U.S.C. §§ 1332(d)(2) and (6).

24. For purposes of CAFA's amount-in-controversy requirements, the claims of individual class members are aggregated. 28 U.S.C. § 1332(d)(6) ("In any class action, the claims of individual class members shall be aggregated to determine whether the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs."); *see Hooks v. Am. Med. Sec. Life Ins. Co.*, 2006 WL 2504903, at *3 (W.D.N.C. Aug. 29, 2006) (citing 28 U.S.C. § 1332(d)(6)).

25. In analyzing the amount-in-controversy under CAFA, the Court considers the full amount the plaintiff has placed in controversy, not the amount the plaintiff is likely to recover. *See Anthony*, 2011 WL 1343195, at *3 ("The well-settled test in the Fourth Circuit for calculating the amount in controversy is 'the pecuniary result to either party which [a] judgment would produce.'") (quoting *Dixon v. Edwards*, 290 F.3d 699, 710 (4th Cir. 2002)).

26. Here, Plaintiff seeks to recover "Incoming Wire Transfer Fees" on his behalf and on behalf of a putative class of "[a]ll Bank of America personal accountholders who, during the applicable statute of limitations throughout the date of class certification, were charged Incoming Wire Transfer Fees." Compl. at Prayer for Relief. These Incoming Wire Transfer Fees include the \$15.00 fee that Bank America allegedly charges "for all incoming domestic wires." Compl. ¶ 19 n.2. Plaintiff alleges that he was charged a \$15.00 domestic incoming wire transfer fee on one occasion. *Id.* ¶ 37.

² *See Scott*, 865 F.3d at 196 ("The key inquiry in determining whether the amount-in-controversy requirement is met is not what the plaintiff will actually recover but 'an estimate of the amount that will be put at issue in the course of the litigation.'") (citing *McPhail v. Deere & Co.*, 529 F.3d 947, 956 (10th Cir. 2008)).

27. Plaintiff seeks, on behalf of himself and the putative class, “Restitution of all Incoming Wire Transfer Fees,” “Disgorgement,” and “Actual Damages.” Compl. at Prayer for Relief. Bank of America’s preliminary investigation identified over 334,000 “Bank of America personal accountholders” who were “charged Incoming Wire Transfer fees” during the alleged class period—this alone places more than \$5,000,000 in controversy.

28. Plaintiff also seeks treble damages with respect to the UDTPA claim. Compl. ¶ 75. Trebled damages are included in the amount-in-controversy calculation. *R.L. Jordan Oil Co. v. Boardman Petroleum, Inc.*, 23 F. App’x 141, 145 n.3 (4th Cir. 2001). This request, along with the request for disgorgement and restitution, places more than \$5,000,000 in controversy.

29. The Complaint also seeks attorneys’ fees, which increase the amount in controversy. Compl. at Prayer for Relief. Attorneys’ fees are considered in the amount in controversy where they are authorized by state statute, as they are under the UDTPA, N.C.G.S. 75-16.1. *See Bartnikowski v. NVR, Inc.*, 307 F. App’x 730, 736 n.12 (4th Cir. 2009) (when “North Carolina statute provides for the recovery of attorneys’ fees as a substantive right, they are properly includable in the amount in controversy estimate.”) (citing *Mo. State Life Ins. Co. v. Jones*, 290 U.S. 199, 202 (1933)).

30. Plaintiff also seeks “injunctive relief.” Compl. ¶ 4. “In actions seeking . . . injunctive relief, it is well established that the amount in controversy is measured by the value of the object of the litigation.” *Hunt v. Washington State Apple Advertising Com’n*, 432 U.S. 333, 347 (1997).

31. Thus, the total amount in controversy in this matter surpasses the \$5,000,000 jurisdictional threshold set by 28 U.S.C. § 1332(d)(2).

No Exception to CAFA Jurisdiction Exists.

32. Although Bank of America denies that it bears the burden of showing that CAFA's exceptions to jurisdiction in 28 U.S.C. §§ 1332(d)(4), (5), and (9) are inapplicable, none apply.

33. First, the exceptions in 28 U.S.C. § 1332(d)(4) do not apply because less than two-third of the proposed nationwide class members are citizens of North Carolina, the state in which the action was originally filed.

34. Second, the exception in 28 U.S.C. § 1332(d)(5)(A) does not apply because Bank of America is not a State, State official, or other governmental entity.

35. Third, the exception in 28 U.S.C. § 1332(d)(5)(B) does not apply because, as previously indicated, the number of putative class members is greater than 100.

36. Finally, the exception in 28 U.S.C. § 1332(d)(9) does not apply because this case does not involve a claim under the securities laws and does not "relate[] to the internal affairs or governance of a corporation or other form of business enterprise" or "arise[] under or by virtue of the laws of the State in which such corporation or business enterprise is incorporated or organized." 28 U.S.C. § 1332(d)(9)(B).

OTHER PROCEDURAL REQUIREMENTS FOR REMOVAL ARE SATISFIED

37. This Is the Proper Court. Pursuant to 28 U.S.C. §§ 1332(d), 1441(a) and 1446(a), this Notice is being filed in the United States District Court for the Western District of North Carolina, which is the district embracing the country where the *Asektine* Action was originally filed.

38. Removal is Timely. This removal is timely under 28 U.S.C. § 1446(b)(1) because Bank of America removed the State Court Action within 30 days of service of the Complaint on Bank of America. See 28 U.S.C. § 1446(b)(1) ("The notice of removal of a civil action or

proceeding shall be filed within 30 days after the receipt by the defendant, through service or otherwise, of a copy of the initial pleading setting forth the claim for relief upon which such action or proceeding is based, or within 30 days after the service of summons upon the defendant if such initial pleading has then been filed in court and is not required to be served on the defendant, whichever period is shorter.”); *see also* *Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 354 (1999). Bank of America was served the Complaint on March 27, 2023.

39. Signature. This Notice is signed pursuant to Fed. R. Civ. P. 11. *See* 28 U.S.C. § 1446(a).

40. Copies of Pleadings. A true and accurate copy of all process and pleadings filed in the state court is attached hereto as Exhibit A. *See* 28 U.S.C. § 1446(a).

41. Notice of Filing of Notice of Removal. Attached as Exhibit B is a copy of the Notice of Filing of Notice of Removal, without exhibits, which will be promptly filed with the Clerk of the Superior Court of Mecklenburg County, North Carolina and served on Plaintiff’s counsel in compliance with 28 U.S.C. § 1446(d).

42. Bond and Verification. Pursuant to § 1016 of the Judicial Improvements and Access to Justice Act of 1988, no bond or verification is required in connection with this Notice of Removal.

43. Filing Fee. Bank of America has paid the appropriate filing fee to the Clerk of this Court upon the filing of this Notice.

CONCLUSION

Based upon the foregoing, this Court has original jurisdiction over the *Asepline* Action pursuant to 28 U.S.C. §§ 1331 and 1332, and the action is properly removed to this Court under 28 U.S.C. §§ 1441 and 1446 and should proceed in the United States District Court for the Western

District of North Carolina. In the event that Plaintiff seeks to remand this case, or the Court considers remand *sue sponte*, Bank of America respectfully requests the opportunity to submit such additional argument or evidence in support of removal as may be necessary.

Dated: April 25, 2023

Respectfully submitted,

By: /s/ Bradley R. Kutrow
BRADLEY R. KUTROW
N.C. State Bar No. 13851
MCGUIRE WOODS LLP
201 North Tryon Street, Ste. 3000
Charlotte, NC 28202-2146
Telephone: (704) 343-2049
Facsimile: (704) 343-2300
bkutrow@mcguirewoods.com

LAURA A. STOLL (pro hac vice
to be filed)
LStoll@goodwinlaw.com
GOODWIN PROCTER LLP
601 South Figueroa Street, 41st
Floor
Los Angeles, California 90017
Tel.: +1 213 426 2500
Fax: +1 213 623 1673

Attorneys for Defendant
BANK OF AMERICA, N.A.

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this day served the foregoing **NOTICE OF REMOVAL OF CIVIL ACTION** on all parties to this cause by depositing a copy hereof, postage prepaid, in the United States Mail, addressed to the attorney for each said party as follows:

David M. Wilkerson
THE VAN WINKLE LAW FIRM
11 North Market Street
Asheville, NC 28801
Attorneys for Plaintiff

Sophia Goren Gold
KALIELGOLD PLLC
950 Gilman Street, Ste 200
Berkeley, CA 94710
Attorneys for Plaintiff

Jeffrey D. Kaliei
KALIELGOLD PLLC
1100 15th Street NW 4th Floor
Washington, D.C. 20005
Attorneys for Plaintiff

Jeff Ostrow
Jonathan Streisfeld
Daniel Tropin
KOPELOWITZ OSTROW FERGUSON WEISELBERG GILBERT
One W. Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301
Attorneys for Plaintiff

This the 25th day of April, 2023.

/s/ Bradley R. Kutrow
Bradley R. Kutrow

EXHIBIT A

STATE OF NORTH CAROLINA

File No. **23 CVS 4579**

Mecklenburg County

In The General Court of Justice

☐ District ☒ Superior Court Division

Name of Plaintiff

Aaron Aseltine

Address

c/o David M. Wilkerson, P.O. Box 7376

City, State, Zip

Asheville, North Carolina 28802-7376

VERSUS

Name of Defendant(s)

Bank of America, N.A.

CIVIL SUMMONS

☐ Alias and Pluries Summons

G.S. 1A-1, Rules 3, 4

Date Original Summons Issued

Date(s) Subsequent Summon(es) Issued

To Each of The Defendant(s) Named Below:

Name And Address of Defendant 1

Bank of America, N.A.
c/o CT Corporation, Registered Agent
160 Mine Lake Ct., Ste. 200
Raleigh, NC 27615

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address of Plaintiff's Attorney (If None, Address of Plaintiff)

David M. Wilkerson
Van Winkle Law Firm
P.O. Box 7376
Asheville, North Carolina 28802-7376

Date Issued

3.8.23

Time

10:00

☐ AM

☒ PM

Signature

☐ Deputy CSC

☐ Assistant CSC

☐ Clerk of Superior Court

☐ ENDORSEMENT

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date of Endorsement

Time

☐ AM

☐ PM

Signature

☐ Deputy CSC

☐ Assistant CSC

☐ Clerk of Superior Court

NOTE TO PARTIES: Many Counties have **MANDATORY ARBITRATION** programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

RETURN OF SERVICE

I certify that this Summons and a copy of the complaint were received and served as follows:

DEFENDANT 1

Date Served	Time Served	<input type="checkbox"/> AM <input type="checkbox"/> PM	Name of Defendant
-------------	-------------	---------------------------------------------------------	-------------------

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address of Person With Whom Copies Left (if corporation, give title of person copies left with)

☐ Other manner of service (specify)

☐ Defendant WAS NOT served for the following reason:

DEFENDANT 2

Date Served	Time Served	<input type="checkbox"/> AM <input type="checkbox"/> PM	Name of Defendant
-------------	-------------	---------------------------------------------------------	-------------------

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to person named below.

Name And Address of Person With Whom Copies Left (if corporation, give title of person copies left with)

☐ Other manner of service (specify)

☐ Defendant WAS NOT served for the following reason.

Service Fee Paid \$	Signature of Deputy Sheriff Making Return
Date Received	Name of Sheriff (Type or Print)
Date of Return	County of Sheriff

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

FILED

2023 MAR -8 P 12:04

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
No. 23 CVS 4589

AARON ASELTIME, on behalf of himself and
all others similarly situated, ^{MECKLENBURG CO., C.S.C.} ~~BY~~ _____
Plaintiff,
vs.
BANK OF AMERICA, N.A.,
Defendant.

CASE NO.

CLASS ACTION

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Aaron Aseltine ("Plaintiff"), on behalf of himself and all persons similarly situated, alleges the following based on personal knowledge as to allegations regarding the Plaintiff and on information and belief as to other allegations.

INTRODUCTION

1. Plaintiff brings this action on behalf of himself and classes of all similarly situated consumers against Defendant Bank of America, N.A. ("Bank of America"), arising from its unfair, deceptive, and unlawful practice of misleading personal accountholders into paying wire transfer fees on incoming payments ("Incoming Wire Transfer Fees") and breaching its account agreement with consumers.

2. Bank of America has been involved a multifaceted effort to obscure, mislead and hide the fact that its charges \$15.00 Incoming Wire Transfer Fees on certain of its personal accountholders when they receive funds to their accounts via wire. Charging such fees is contrary to its contractual promises and marketing representations. Among major U.S. banks, Bank of America is an outlier in hiding the existence and amount of such Incoming Wire Transfer Fees from its personal accountholders. And the fees themselves are prototypical "junk" fees:

unavoidable and hidden, tacked on after the opportunity for any meaningful consumer choice has passed, deducted directly from consumer accounts without consent or notice.

3. Plaintiff and similarly situated personal accountholders are shocked when—after no warning and no disclosure—they are assessed hefty Incoming Wire Transfer Fees after receiving wire deposits into their accounts. Plaintiff and others like him were charged fees for incoming wires when they had no opportunity to review, limit, or avoid the fee.

4. Plaintiff, on behalf of himself and the Classes (defined below), seeks to end Bank of America's deceptive practices and force it to refund improper Incoming Wire Transfer Fees. Plaintiff seeks damages, restitution, and injunctive relief, as set forth more fully below.

JURISDICTION AND VENUE

5. This is an action for injunctive relief, violation of state consumer protection laws, and breach of contract. The amount in controversy exceeds \$25,000 exclusive of interest, costs, and attorneys' fees.

6. Defendant is subject to personal jurisdiction in North Carolina as its principal place of business is in Charlotte, North Carolina.

7. Venue for this action is proper in this Court pursuant to N.C. Gen. Stat. §1-82 because Defendant Bank of America, N.A. resides in Mecklenburg County.

PARTIES

8. Plaintiff is a citizen and resident of El Cerrito, California. Plaintiff maintains a personal bank account at Bank of America.

9. Defendant Bank of America is a national bank with its headquarters and principal

place of business in Charlotte, North Carolina. Among other things, Bank of America is engaged in the business of providing retail banking services to consumers, including Plaintiff and members of the putative Classes.

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

i. Bank of America's Account Documents Promise to Fully Disclose All Fees Charged on Accounts, But Never Discloses the Existence or Amount of Incoming Wire Transfer Fees

10. The relevant contractual documents are the Deposit Agreement and Disclosures (Ex. 1), Personal Schedule of Fees (Ex. 2), Online Banking Agreement (Ex. 3), and Wire Transfers FAQs (Ex. 4) (collectively, the "Account Documents").¹

11. Bank of America's Personal Schedule of Fees expressly promises to "list[] the fees associated with your account and *ways to avoid them* when applicable." Ex. 2 at 2 (emphasis added).

12. The Deposit Agreement repeatedly makes this same promise:

The *Schedule of Fees* lists our accounts and account fees.

Ex. 1, at 2 (emphasis in original).

The *Personal Schedule of Fees* describes our personal accounts and lists applicable fees.

Id., at 10 (emphasis in original).

Account Fees Your account is subject to the fees described in the *Schedule of Fees* that applies to your account.

- The *Personal Schedule of Fees* lists account fees that apply to our personal deposit accounts.

....

¹ The versions of the Account Documents attached as exhibits are representative examples during the relevant time period.

- The schedule that applies to your account is part of the binding contract between you and us.

Id., at 17 (emphasis in original).

13. This commonsense contractual promise—that the Bank will *only* charge fees it warns consumers about first—is also required by federal law. Indeed, banks are required to disclose “[t]he amount of any fee that may be imposed in connection with the account (or an explanation of how the fee will be determined) and the conditions under which the fee may be imposed.” 12 CFR § 1030.4.

14. Despite promising to disclose all fees and the law requiring such disclosure, none of the Account Documents ever disclose the existence of or amount of the challenged Incoming Wire Transfer Fees.

15. Because Bank of America expressly promised it would disclose all fees it would charge, and because it totally failed to disclose Incoming Wire Transfer Fees in any contract document, it was not permitted to charge such fees.

16. Further, and as discussed *infra*, the Account Documents promised that it would not charge Incoming Wire Transfer Fees at all.

i. Bank of America’s Account Documents Promise Not to Charge Wire Transfer Fees on Incoming Wires

17. With respect to fees for wire transfers, the Personal Schedule of Fees states:

Wire Transfers, Incoming or Outgoing....Fee varies

[]We may change the fees for wire transfers and drafts at any time. Visit a financial center or call us at the number on your statement for current fees.

Ex. 2 at 14.

18. The Personal Schedule of Fees nowhere states the amount of such a fee for an incoming wire or the circumstances in which such fees will be charged. Instead, it places the

burden on the consumer to seek out answers to these basic questions by calling or asking a banker.

19. Accordingly, the Personal Schedule of Fees did not authorize Bank of America to assess \$15.00 Incoming Wire Transfer Fees.²

20. Nor does any other contractual document authorize Bank of America to charge such fees. To the contrary, the other contractual documents clarify no such fees will be charged. The Online Banking Agreement (Ex. 3) purports to list all forms of “ACH and Wire transfers” and the fees associated with such fees:

You may **send and receive** the following types of ACH and Wire transfers:

Types of Transfers^{1, 2}	Sending Limits (per transaction)³	Receiving Limits (per transaction)³	Fees⁴	Cut-Off Times (all eastern PM)
Three Business Day ACH (outbound) <ul style="list-style-type: none"> • Consumer • Small Business 	<ul style="list-style-type: none"> • \$1000 • \$5000 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • \$3.00 • \$1.00 	<ul style="list-style-type: none"> • 8:00 • 8:00
Three Business Day ACH (inbound) <ul style="list-style-type: none"> • Consumer 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • \$1,000 	<ul style="list-style-type: none"> • \$0.00 	<ul style="list-style-type: none"> • 8:00
Next Business Day ACH (outbound) <ul style="list-style-type: none"> • Consumer • Small Business 	<ul style="list-style-type: none"> • \$1000 • \$5000 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • \$10.00 • \$5.00 	<ul style="list-style-type: none"> • 8:00 • 8:00

² Apart from being entirely uninformative, “fee varies” is inaccurate. During the relevant time period, Bank of America charged \$15.00 for all incoming domestic wires.

Next Business Day ACH (inbound) ⁵ • Consumer	• N/A	• \$1,000	• \$0.00	• 8:00
Same Business Day (domestic) Wire Transfer (outbound) • Consumer • Small Business	• \$1000 • \$5000	• N/A	• \$30.00 • \$30.00	• 5:00
International Wire Transfer (outbound) ⁶ • Consumer • Small Business	• \$1000 • \$5000	• N/A	• \$45.00 (US Dollar transfer) • \$0.00 (Foreign currency transfer) • \$45.00 (US Dollar transfer) • \$0.00 (Foreign currency transfer)	• 5:00

Ex. 3 (emphasis added and footnotes omitted).

21. Tellingly, no fee for incoming wire transfers is listed at all—indeed, incoming wire transfers are nowhere included in the supposedly all-inclusive list of fees for sending and receiving “ACH and Wire transfers.”

22. By operation of the basic contract-reading maxim *expressio unius est exclusio alterius*, Bank of America’s total exclusion of incoming wire transfers from its supposedly all-

inclusive fee chart must mean one thing: there will be no fees on incoming wire transfers.

23. This same promise is reaffirmed in the Wire Transfer FAQ, which states:

Q: Are there fees and limits for domestic and international wire transfers?

A: Fees and limits may apply, depending on your account type and the type of wire. You will be able to review any fees and limits before completing your wire transfer in Online Banking. Latest transfer limits are also available in our Online Banking service agreement. For Remittance Transfers, we're required by law to inform you of the exact fees you will incur for international wires, including fees from other banks. For some requests, we won't have the exact fees from other banks and therefore will not be able to process it. If your request was in US dollars, you may try again in foreign currency — this may help us determine the exact fees incurred for this transaction and enable us to send the wire request successfully.

Ex. 4 (emphasis added).

24. By promising customers that they “will be able to review any fees and limits before completing your wire transfer,” Bank of America reasonably reaffirms that *only outgoing wire transfers* will incur fees, since those are the only fees disclosed “before completing your wire transfer in Online Banking.”

25. Based on these contractual disclosures, Plaintiff reasonably understood he would not have been charged any fee for an incoming wire transfer.

C. Bank of America's Deceptive Intent in Hiding Incoming Wire Transfer Fees

26. Because Incoming Wire Transfer Fees are a major source of income for Bank of America; because consumers assessed such fees have no control over them; and because Bank of America has hoped consumers will not notice such fees when they receive wires (which is, of course, a passive event not controlled by consumers), Bank of America has engaged in an effort to obscure and hide the presence and amount of its Incoming Wire Transfer Fees.

27. Indeed, of all of the bank fees charged by Bank of America, *the only one* it never affirmatively discloses the existence or amount of is the Incoming Wire Transfer Fee.

28. As above, despite agreeing to do so, Bank of America never discloses the existence or amount of such fees, instead coyly requiring consumers to call and ask if or when these fees will be charged and the amount of such fees.

29. Fee disclosures are important to reasonable consumers like Plaintiff. Research shows that fees are the most important factor influencing consumers' selection of a new banking provider. *See* Ron Shevlin, "How Consumers Choose a Bank: A Tale of Two Surveys." Insight Vault, Cornerstone Advisors, 23 Aug. 2018, www.cornrstone.com/insightvault/2018/08/23/how-consumers-choose-a-bank-a-tale-of-two-surveys/ (summarizing two consumer surveys that revealed that the most important factor influencing consumers' selection of a new banking provider is the amount of fees charged); Claire Greene and Joanna Stavins, The 2016 and 2017 Surveys of Consumer Payment Choice: Summary Results. Federal Reserve Bank of Boston, 10 May 2018, www.bostonfed.org/publications/research-data-report/2018/the-2016-and-2017-surveys-of-consumer-payment-choice-summary-results.aspx (finding that 4 in 10 consumers who did not have a bank account cited expense as the reason, including "fees and service charges are too high.").

30. Bank of America is an outlier in the industry in hiding the existence and amount of Incoming Wire Transfer Fees from its personal accountholders. Numerous other banks that assess an Incoming Wire Transfer Fee disclose both its existence and the amount. For instance, Wells Fargo's account documents contain the below unambiguous disclosure:

Service Fees (continued)

Research and verification of accounts		\$25 per hour (\$25 minimum)		
Stop payments	Paper or ACH Item	\$31 each		
Wire transfers		Domestic	International	
Incoming or outgoing domestic wires that contain incorrect information may be subject to multiple fees assessed by the Bank			U.S. currency	Foreign currency
	Incoming	\$15 each	\$16 each	\$16 each
In addition to any fees, the exchange rate used when we convert one currency to another includes a markup. ^{3,4,5}				
	Outgoing	\$30 each	\$45 each	\$35 each (Wires initiated Online and Mobile \$0)
	Repetitive outgoing	\$25 each	\$40 each	\$30 each
Wire transfer fees charged by third parties or other banks		Third parties or other banks may charge fees in addition to those described above		

<https://www.wellsfargo.com/fetch-pdf?formNumber=CNS2013&subProductCode=ANY>

(accessed March 2, 2023.)

31. Most other major banks offer similar disclosures, including TD Bank,³ PNC Bank,⁴ Union Bank,⁵ and US Bank.⁶

32. The assessment of unavoidable and undisclosed fees is by definition deceptive. Indeed, the Consumer Financial Protection Bureau calls these “junk fees” and defines them as follows:

Exploitative junk fees charged by banks and non-bank financial institutions have become widespread, with the potential effect of shielding substantial portions of the true price of consumer financial products and services from competition. The CFPB is concerned about fees that far exceed the marginal cost of the service they purport to cover, implying that companies are not just shifting costs to consumers, but rather, taking advantage of a captive relationship with the consumer to drive

³ https://www.feeds.td.com/en/document/oao/pdf/1_fees.pdf (accessed March 2, 2023)

⁴ <https://www.pnc.com/content/dam/pnc-com/pdf/personal/Checking/service-charges-standard-checking-A.pdf> (accessed March 2, 2023.)

⁵ <https://assets.unionbank.com/assets/file/personal/disclosures/fee-schedule-consumer.pdf> (accessed March 2, 2023).

⁶ <https://www.usbank.com/dam/documents/pdf/deposits/consumer-pricing-information/deposit-products.pdf> (accessed March 2, 2023).

excess profits. Excessive and exploitative fees, whether predictable and transparent to the customer or not, can add up and pose significant costs to people, especially those with low wealth and income.

Many Americans have experienced inflated or surprise fees that, however nominally voluntary, are not meaningfully avoidable or negotiable in the moment.

Request for Information Regarding Fees Imposed by Providers of Consumer Financial Products or Services, Federal Register Vol. 87, No. 22 (February 2, 2022) (accessed online, <https://www.govinfo.gov/content/pkg/FR-2022-02-02/pdf/2022-02071.pdf>.)

33. Bank of America's Incoming Wire Transfer Fees are an especially problematic junk fee because an accountholder does not even do anything or request a service when it receives an inbound wire.

34. That is why many financial institutions refuse to charge such fees at all, at least for domestic transfers. Financial institutions which do not charge such fees include, *inter alia*, Capital One, USAA FSB, Ally Bank, Alliant Credit Union, Charles Schwab, Discover, Fidelity, Synchrony, and Village Bank.

D. Plaintiff's Incoming Wire Transfer Fees

35. Plaintiff maintains a checking account with Bank of America.

36. As an example, on October 18, 2022, Plaintiff received an incoming wire transfer.

37. To Plaintiff's surprise, and contrary to Bank of America's promises or representations, he was charged a \$15.00 Incoming Wire Transfer Fee for that incoming wire transfer without the opportunity to review, let alone choose, whether he wanted to incur the fee.

CLASS ALLEGATIONS

36. Plaintiff brings this action on behalf of themselves and all others similarly situated pursuant to Rule 23 of the North Carolina Rules of Civil Procedure. This action satisfies the numerosity, commonality, typicality, adequacy, predominance and superiority requirements.

37. The proposed “Nationwide Class” is defined as:

All Bank of America personal accountholders who, during the applicable statute of limitations through the date of class certification, were charged Incoming Wire Transfer Fees.

38. The alternative California state subclass (“California Subclass”) is defined as:

All Bank of America personal accountholders in the state of California who, during the applicable statute of limitations through the date of class certification, were charged Incoming Wire Transfer Fees.

39. The Nationwide Class and California Subclass defined above are collectively referred to herein as the “Classes.” Plaintiff reserves the right to modify or amend the definitions of the proposed Classes before the Court determines whether certification is appropriate.

40. Excluded from the Classes are Bank of America, its parents, subsidiaries, affiliates, officers and directors, any entity in which Bank of America has a controlling interest, all personal accountholders who make a timely election to be excluded, governmental entities, and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

41. The members of the Classes are so numerous that joinder is impractical. The Classes consist of at least thousands of members, the identity of whom is within the knowledge of, and can be ascertained only by resort to, Bank of America’s records.

42. The claims of the representative Plaintiff are typical of the claims of the Classes he seeks to represent in that the representative Plaintiff, like all members of the Classes, was charged improper and deceptive fees as alleged herein. The representative Plaintiff, like all members of the Classes, was damaged by Bank of America’s misconduct in that he was assessed deceptive Incoming Wire Transfer Fees. Furthermore, the factual basis of Bank of America’s misconduct is common to all members of the Classes and represents a common thread of unfair and unconscionable conduct resulting in injury to all members of the Classes. And Bank of America

has no unique defenses that would apply to Plaintiff and not the Classes.

43. There are numerous questions of law and fact common to the Classes and those common questions predominate over any questions affecting only individual members of the Classes.

44. Among the questions of law and fact common to the Classes include the following:

- a. Whether Bank of America violated the consumer protection laws of North Carolina and California by charging Incoming Wire Transfer Fees, and whether its conduct was deceptive;
- b. Whether Bank of America breached its contract with members of the Classes by charging Incoming Wire Transfer Fees;
- c. Whether Bank of America breached the duty of good faith and fair dealing;
- d. The proper method or methods by which to measure damages and/or restitution and/or disgorgement; and
- e. Whether Plaintiff and the Classes are entitled to declaratory and injunctive relief and the nature of that relief.

45. Plaintiff's claims are typical of the claims of other members of the Classes, in that they arise out of the same wrongful Bank of America Incoming Wire Transfer Fees policies and practices. Plaintiff has suffered the harm alleged and has no interests antagonistic to the interests of any other member of the Classes.

46. Plaintiff is committed to the vigorous prosecution of this action and have retained competent counsel experienced in the prosecution of class actions and, in particular, consumer class actions against financial institutions. Accordingly, Plaintiff is an adequate representative and will fairly and adequately protect the interests of the Classes.

47. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Since the amount of each individual member of the Classes' claim is small relative to the complexity of the litigation, and due to the financial resources of Bank of America, no member of the Classes could afford to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, the members of the Classes will continue to suffer losses and Bank of America's misconduct will proceed without remedy.

48. Even if members of the Classes themselves could afford such individual litigation, the court system could not. Given the complex legal and factual issues involved, individualized litigation would significantly increase the delay and expense to all parties and to the Court. Individualized litigation would also create the potential for inconsistent or contradictory rulings. By contrast, a class action presents far fewer management difficulties, allows claims to be heard which might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale and comprehensive supervision by a single court.

49. Plaintiff knows of no difficulty to be encountered in the maintenance of this action that would preclude its treatment as a class action.

50. Bank of America has acted or refused to act on grounds generally applicable to each of the Classes, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to each Classes as a whole.

51. All conditions precedent to bringing this action have been satisfied and/or waived.

52. In the alternative, Plaintiff asserts that state specific California Subclass (as alleged *supra*) can be certified and tried on a common basis.

FIRST CLAIM FOR RELIEF
Breach of Contract Including Breach of the

Covenant of Good Faith and Fair Dealing
(On Behalf of Plaintiff and the Classes)

53. Plaintiff incorporates by reference each of the allegations set forth in the preceding paragraphs.

54. Plaintiff (and fellow members of the Classes) and Bank of America have contracted for bank account deposit and checking services, as embodied in the Account Documents

55. For the reasons alleged herein, the Account Documents bar Bank of America from assessing Incoming Wire Transfer Fees.

56. Bank of America charged Incoming Wire Transfer Fees against Plaintiff and members of the Classes.

57. Therefore, Bank of America breached the terms of the Account Documents that form the contract with consumers by charging Incoming Wire Transfer Fees.

58. Additionally, under the laws of each state where Bank of America does business and has personal accountholders, good faith is an element of every contract. Whether by common law or statute, all such contracts impose upon each party a duty of good faith and fair dealing. Good faith and fair dealing, in connection with executing contracts and discharging performance and other duties according to their terms, means preserving the spirit – not merely the letter – of the bargain. Put differently, the parties to a contract are mutually obligated to comply with the substance of their contract in addition to its form. Evading the spirit of the bargain and abusing the power to specify terms constitute examples of bad faith in the performance of contracts.

59. Subterfuge and evasion violate the obligation of good faith in performance even when an actor believes their conduct to be justified. Bad faith may be overt or may consist of inaction, and fair dealing may require more than honesty. Examples of bad faith are evasion of the spirit of the bargain, willful rendering of imperfect performance, abuse of a power to specify

terms, and interference with or failure to cooperate in the other party's performance.

60. Bank of America has breached the covenant of good faith and fair dealing in the Account Agreement through its Incoming Wire Transfer Fees policies and practices as alleged herein.

61. Instead of exercising that discretion in good faith and consistent with Plaintiff's reasonable expectations, Bank of America abuses that any discretion afforded to it by the Account Documents to assess Incoming Wire Transfer Fees and take money out of Plaintiff's accounts without their permission and contrary to his reasonable expectations that he will not be charged Incoming Wire Transfer Fees. Specifically, Bank of America regularly charges Incoming Wire Transfer Fees.

62. By exercising its discretion to enrich itself by gouging its consumers, Bank of America consciously and deliberately frustrates the agreed common purposes of the contract and disappoints the reasonable expectations of Plaintiff and members of the Classes, thereby depriving them of the benefit of their bargain.

63. In addition, Bank of America, to the extent that Bank of America grants itself discretion to charge—or not to charge—Incoming Wire Transfers Fees, when it charges Incoming Wire Transfers Fees, Bank of America breaches the covenant of good faith and fair dealing.

64. Plaintiff and members of the Classes have performed all, or substantially all, of the obligations imposed on them under the contract.

65. Plaintiff and members of the Classes have sustained damages as a result of Bank of America's breach of contract and breach of the covenant of good faith and fair dealing.

SECOND CLAIM FOR RELIEF
North Carolina's Unfair & Deceptive Trade Practices Act
(On Behalf of Plaintiff and the Nationwide Class)

66. Plaintiff incorporates by reference each of the allegations set forth in the preceding paragraphs.

67. Application of North Carolina law to the Nationwide Class with respect to Plaintiff's and Nationwide Class members' claims is neither arbitrary nor fundamentally unfair because North Carolina has significant contacts and a significant aggregation of contacts that create a state interest in the claims of Plaintiff and the Nationwide Class.

68. The State of North Carolina has a significant interest in regulating the conduct of businesses operating within its borders. North Carolina, which seeks to protect the rights and interests of North Carolina and all residents and citizens of the United States against a company headquartered and doing business in North Carolina, has an interest in the Plaintiff's claims.

69. The principal place of business of Bank of America in Charlotte, North Carolina, is the "nerve center" of its business activities—the place where its high-level officers direct, control, and coordinate the corporation's activities, including account and major policy, financial, and legal decisions related to Incoming Wire Transfer Fees. Bank of America's corporate decisions regarding how to misrepresent and assess Incoming Wire Transfer Fees were made from and in North Carolina.

70. Under choice of law principles, the common law of North Carolina applies to the nationwide common law claims of all Nationwide Class members. Additionally, given North Carolina's significant interest in regulating the conduct of businesses operating within its borders, North Carolina's consumer protection statutes may be applied to non-resident consumer plaintiffs.

71. As alleged herein, Bank of America violated N.C.G.S. § 75.1-1 *et seq.* when it affirmatively and knowingly misrepresented its Incoming Wire Transfer Fees. Such misrepresentations misled Plaintiff and are likely to mislead the public.

72. Specifically, Plaintiff reasonably relied on Bank of America's misrepresentations regarding its Incoming Wire Transfer Fees practices. Specifically, Plaintiff did not know he would be charged Incoming Wire Transfer Fees and did not know the amount of the fee. If Plaintiff knew he would be charged Incoming Wire Transfer Fees, he would have arranged for an alternate form of payment. Such misrepresentations misled Plaintiff and are likely to mislead the public. Plaintiff seeks to enjoin Bank of America from misrepresenting this material and accurate information in the documents that it makes available to existing personal accountholders and the general public who might consider banking with Bank of America.

73. Plaintiff and members of the Nationwide Class reasonably relied on Bank of America's misrepresentations in that Plaintiff received and reviewed the materials, including the Account Documents, provided by Bank of America, and like any reasonable customer, understood these documents to mean they would not be charged Incoming Wire Transfer Fees. Had Plaintiff and others in the Nationwide Class been informed in any of the documents provided by Bank of America that they would be subject to these practices, they would have been able to weigh the convenience and benefits in engaging in transactions against the cost of the Incoming Wire Transfer Fees charged by Bank of America.

74. Plaintiff and Nationwide Class members were actually damaged as the direct and proximate result of Bank of America's unfair competition and unfair and deceptive trade practices.

75. Plaintiff is entitled to recovery of treble damages and, in the discretion of the Court, reasonable attorneys' fees and costs by virtue of Bank of America's unfair and deceptive trade practices.

THIRD CLAIM FOR RELIEF
Violation of California Unfair Competition Law
Business and Professions Code § 17200
(On Behalf of Plaintiff and the California Subclass)

76. Plaintiff incorporates by reference each of the allegations set forth in the preceding paragraphs.

77. Plaintiff brings this claim in the alternative for the California Subclass, to the extent the Court declines to apply North Carolina's Unfair & Deceptive Trade Practices Act to the Nationwide Class.

78. Bank of America's conduct alleged herein violates the Unfair Competition Law (the "UCL"), codified at California Business and Professions Code section 17200, *et seq.*

79. The UCL prohibits, and provides civil remedies for, unfair competition. Its purpose is to protect both consumers and competitors by promoting fair competition in commercial markets for goods and services. In service of that purpose, the Legislature framed the UCL's substantive provisions in broad, sweeping language.

80. By defining unfair competition to include any "any unlawful, unfair or fraudulent business act or practice," the UCL permits violations of other laws to be treated as unfair competition that is independently actionable and sweeps within its scope acts and practices not specifically proscribed by any other law.

81. The UCL expressly provides for injunctive relief and also contains provisions denoting its public purpose.

82. As further alleged herein, Bank of America's conduct violates the "unfair," "unlawful," and "deceptive" prong insofar as Bank of America charges Incoming Wire Transfer Fees.

83. Bank of America's conduct was not motivated by any legitimate business or economic need or rationale, as demonstrated by the fact that Bank of America is an outlier in the industry in stating that it would disclose applicable fees but then failing to disclose the existence

or amount of Incoming Wire Transfer Fees. The harm and adverse impact of Bank of America's conduct on members of the general public was neither outweighed nor justified by any legitimate reasons, justifications, or motives.

84. The harm to Plaintiff and members of the California Subclass arising from Bank of America's unfair, unlawful, and deceptive practices relating to the imposition of the improper Incoming Wire Transfer Fees outweighs the non-existent utility of the practice.

85. Bank of America's unfair business practices as alleged herein are unlawful, immoral, unethical, oppressive, unscrupulous, unconscionable and/or substantially injurious to Plaintiff, members of the California Subclass, and the general public.

86. Bank of America's conduct was substantially injurious to consumers in that they have been forced to pay improper, abusive, and/or unconscionable Incoming Wire Transfer Fees.

87. Moreover, Bank of America's imposition of undisclosed Incoming Wire Transfer Fees is unlawful, as the failure of its account disclosures to disclose the practice violates 12 CFR § 1030.4, which requires:

The amount of any fee that may be imposed in connection with the account (or an explanation of how the fee will be determined) and the conditions under which the fee may be imposed.

Id. at (4). Bank of America violates this prong because the Account Documents fail to disclose either the amount of the Incoming Wire Transfer Fees or the conditions under which the Incoming Wire Transfer Fees are imposed.

88. Moreover, Bank of America committed fraudulent business acts and practices in violation of Cal. Bus. & Prof. Code § 17200, *et seq.*, when it affirmatively and knowingly misrepresented its Incoming Wire Transfer Fees policy. Such misrepresentations misled Plaintiff and are likely to mislead the public.

89. Specifically, Plaintiff reasonably relied on Bank of America's misrepresentations regarding its Incoming Wire Transfer Fees practices. Specifically, Plaintiff did not know he would be charged Incoming Wire Transfer Fees and did not know the amount of the fee. If Plaintiff knew he would be charged Incoming Wire Transfer Fees, he would have arranged for an alternate form of payment. Such misrepresentations misled Plaintiff and are likely to mislead the public. Plaintiff seek to enjoin Bank of America from misrepresenting this material and accurate information in the documents that it makes available to existing personal accountholders and the general public who might consider banking with Bank of America.

90. Plaintiff and members of the California Subclass relied on Bank of America's misrepresentations in that they received and reviewed the materials, including the Account Documents, provided by Bank of America, and like any reasonable customer, understood these documents to mean they would not be charged Incoming Wire Transfer Fees. Had Plaintiff and others been informed in any of the documents provided by Bank of America that they would be subject to these practices, they would have been able to weigh the convenience and benefits in engaging in transactions against the cost of the Incoming Wire Transfer Fees charged by Bank of America.

91. As a result of Bank of America's violations of the UCL, Plaintiff and members of the California Subclass have paid, and/or will continue to pay Incoming Wire Transfer Fees and thereby have suffered and will continue to suffer actual damages.

92. Absent injunctive and public injunctive relief prohibiting Bank of America from misrepresenting material information concerning its Incoming Wire Transfer Fees policy at issue in this lawsuit, Plaintiff and other existing personal accountholders, and the general public will be exposed to Bank of America's conduct violative of the UCL.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Classes demand a jury trial on all claims so triable and judgment as follows:

1. Declaring Bank of America's Incoming Wire Transfer Fees policies and practices to be wrongful, unfair, and unconscionable;
2. Restitution of all Incoming Wire Transfer Fees paid to Bank of America by Plaintiff and the Classes, as a result of the wrongs alleged herein in an amount to be determined at trial;
3. Disgorgement of the ill-gotten gains derived by Bank of America from its misconduct;
4. Actual damages in an amount according to proof;
5. Punitive and exemplary damages;
6. Pre-judgment interest at the maximum rate permitted by applicable law;
7. Costs and disbursements assessed by Plaintiff in connection with this action, including reasonable attorneys' fees pursuant to applicable law; and
8. Such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this Complaint that are so triable as a matter of right.

Dated: March 6, 2023

Respectfully submitted,

By: David Wilkerson by Estate & Me

David M. Wilkerson
NC State Bar No. 35742
The Van Winkle Law Firm
11 North Market Street
Asheville, NC 28801
Phone: 828-258-2991
Fax: 828-257-2767
Email: dwilkerson@vwlawfirm.com

KALIELGOLD PLLC

Sophia Goren Gold (*pro hac vice* to be filed)
950 Gilman Street, Ste 200
Berkeley, CA 94710
Tel: (202) 350-4783
sgold@kalielgold.com

KALIELGOLD PLLC

Jeffrey D. Kalien (*pro hac vice* to be filed)
1100 15th Street NW 4th Floor
Washington, D.C. 20005
Tel: (202) 350-4783
jkalien@kalielpllc.com

**KOPELOWITZ OSTROW FERGUSON
WEISELBERG GILBERT**

Jeff Ostrow (*pro hac vice* to be filed)
Jonathan Streisfeld (*pro hac vice* to be filed)
Daniel Tropin (*pro hac vice* to be filed)
One W. Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301
Tel: (954) 525-4100
ostrow@kolawyers.com
streisfeld@kolawyers.com
tropin@kolawyers.com

Attorneys for Plaintiff and the Putative Classes

Deposit Agreement and Disclosures

Effective August 19, 2022

BANK OF AMERICA 

bankofamerica.com

Applies in all states.

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91-11-2000B (08/22)



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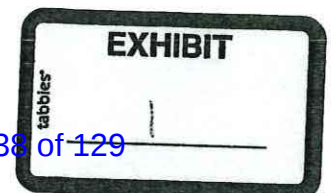


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Welcome to Bank of America

Thank you for opening and keeping an account with us.

Please read this entire agreement carefully so you understand your rights and obligations for your deposit account and deposit relationship with us and keep it in a convenient place for future reference.

In this agreement, "Bank of America", "Bank", "we", "us" and "our" mean Bank of America, N.A. "You" and "Your" mean each and every owner of the account and each and every other person with authority to withdraw funds from the account or otherwise operate the account.

Our accounts, which may include account settings and services, are generally available through all of our channels - in our financial centers, through telephone banking and online. However, some accounts, account settings, and services may not be available at all times, in all locations, or through all channels.

How to Get Started

After you open your account, please consider these optional services. They can help you manage your account.

- **Debit card** - use your debit card to pay for purchases at merchants that accept debit cards, to make deposits at Bank of America ATMs, and to withdraw cash from ATMs.
- **Direct Deposit** - have your paycheck, retirement benefits, or other source of income deposited electronically into your checking or savings account.
- **Online and Mobile Banking** - helps you manage and keep better track of your finances. Here are some of the things you can do using Online and Mobile Banking:
 - Check your account balances and review transaction history.
 - Transfer funds between your accounts or to other Bank of America customers' accounts.
 - Receive your statements and posted checks online, then review or print them at your convenience.
 - Reorder checks and change your address.
- **Online Bill Pay service** - pay your bills electronically (not available for new Small Business online banking enrollments).
- **Online Payments and Invoicing service for Small Business customers** - pay your bills electronically from your checking account and send invoices to your customers (available for new Small Business online banking enrollments).
- **Online Alerts** - provide an electronic notice through email or text message about account activity, such as when a direct deposit posts or when your balance drops below an amount you set.
- **Scheduled Savings Transfers** - helps make saving easier by automatically transferring money from your checking account to your savings account.
- **Keep the Change®** - helps you grow your savings by automatically transferring money from your personal checking to your savings with each eligible debit card purchase.
- **Balance Connect™ for overdraft protection** - helps you cover your payments and purchases when you do not have sufficient funds in your checking account by automatically transferring/advancing available funds from one or more of your linked backup accounts, helping you avoid overdrafts and declined transactions.

How to Access Your Account

You can access your account and get information about our accounts and services:

- At our **financial centers** and at **Bank of America ATMs**
- Through **Online and Mobile Banking**
- By calling **customer service** at the number on your account statement
- You can locate our nearest financial center or ATM on our website at bankofamerica.com

The Agreement for Your Account

Binding Contract

This *Deposit Agreement and Disclosures*, the applicable *Schedule of Fees*, the signature card and other account opening documents for your account are part of the binding contract between you and us (this "Agreement") for your deposit account and your deposit relationship with us. They contain the terms of our agreement with you. Please read all of these documents carefully.

This *Deposit Agreement and Disclosures* also summarizes certain laws and regulations that apply to common transactions, provides some disclosures for deposit accounts required by federal law, and establishes terms that cover some transactions or situations that the law either does not cover or allows us to change by this contract. The *Schedule of Fees* lists our accounts and account fees.

When you complete our account opening documents (as an example, you sign our signature card), request an account, or keep your account open, you acknowledge that you have reviewed and understand the terms of this Agreement and you agree to be governed by these terms. You understand that these terms, as we may change or supplement them periodically, are a binding contract between you and us for your deposit account and your deposit relationship.

We give this Agreement to you when we open your account. You may obtain additional copies of this Agreement at a financial center or by calling the number on your statement. Our deposit relationship with you is that of debtor and creditor. This Agreement and the deposit relationship do not create a fiduciary, quasi-fiduciary or special relationship between us regardless of how you title your account, or whether you yourself act in a fiduciary or similar capacity with respect to funds deposited with us. We owe you only a duty of ordinary care. Our internal policies and procedures are solely for our own purposes and do not impose on us a higher standard of care than otherwise would apply by law without such policies or procedures.

Changes to This Agreement

We may change this Agreement at any time. We may add new terms. We may delete or amend existing terms. We may add new accounts and services and discontinue existing accounts or services. We may convert existing accounts and services into new accounts and services.

We ordinarily send you advance notice of an adverse change to this Agreement. However, we may make changes without prior notice unless otherwise required by law. We may, but do not have to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you.

When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your account.

If you continue to use your account or keep it open, you are deemed to accept and agree to the change and are bound by the change. If you do not agree with a change, you may close your account as provided in this Agreement.

See the *Notices, Statements and Other Communications* section for information about how we provide notice.

Account Closures, Transaction Delays and Conversions/Changes to Account Settings

You or we may close your checking or savings account at any time without advance notice, except that we may require you to give us seven days advance notice when you intend to close your savings or interest-bearing checking account by withdrawing your funds. See *Notice of Withdrawal* in the *Other Terms and Services* section. You or we may close your time deposit account at maturity without advance notice. Bank of America may close your account, convert your account to another account type or change your account's overdraft setting at its discretion due to excessive overdrafts.

The Bank may in its sole discretion and without notice to you, to the extent permissible under applicable law and other governing documents applicable to your account, decline, delay, cancel and/or reverse your orders, transactions or instructions, and/or place disbursement and other restrictions on any of your accounts.

If an account was closed and then we reopen it, the account is subject to our standard terms and fees for that type of account. Any waiver that applied before the account was closed does not apply when we reopen the account.

If your account reaches a zero balance, or you apply for an account but never deposit funds into it, we may either keep the account open or close the account without notice.

Sometimes after an account is closed, we receive a deposit for credit to the account or a check or other item for payment from the account. If this happens, we may at our option and without any liability to you: either return the deposit, check or other item; or we may reopen the account and accept the deposit, check or other item for you, even if this overdraws your account.

Sometimes after an account which had funds in it is closed, and while we are still holding the funds from the account, we receive a withdrawal request, check or other item for payment from the account. We may refuse the withdrawal request and return the check or other item. We are not liable for any losses or damage that may result from refusing the withdrawal or dishonoring the check or other item, even if we are still holding funds that would cover the withdrawal, check or other item.

When you ask us to close your account, we may continue to pay transactions as we receive them while we process your closure request. When we complete our closure process, we may close your account, even if your account has a balance and transactions you've told us about are still pending.

If your account is overdrawn when closed, you agree to pay immediately all amounts you owe us. If your account had funds in it when closed, we may:

- hold the funds for your pick up or to pay outstanding or expected items or claims;
- deposit the funds in another of your accounts with us; or
- mail the funds to any of you by check at the address in our records for the account.

If your account earned interest before it closed, your funds stop earning interest when you ask us to close your account, even if we continue to hold the funds. As an example, if we mail funds from an interest-bearing account to you by check, then your funds do not earn interest, even if the check is returned to us or is not cashed.

This Agreement continues to govern matters related to your account even after your account closes.

Governing Law

This Agreement, and your and our rights and obligations under this Agreement, are governed by and interpreted according to federal law and the law of the state where your account is located. However, your rights and obligations for Remittance Transfers shall be governed by and interpreted as described in the *Funds Transfer Services* section. We ordinarily maintain your account at the financial center where we open your account. However, we may transfer your account to another

financial center in the same state or in a different state. If state and federal law are inconsistent, or if state law is preempted by federal law, federal law governs.

Explanation of Some Terms

Definitions

Please keep in mind the following definitions as you review the Agreement.

Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of interest paid on the account, based on the interest rate and frequency of compounding.

Average daily balance for a statement cycle – we take the balance that we determine is in the account for each day in the statement cycle, add those balances together, and then divide that sum by the number of days in the statement cycle.

Bank of America, Bank, we, us and our mean Bank of America, N.A.

Financial Center means a branch of Bank of America.

Business days – our business days are Monday through Friday, excluding bank holidays. Hours of the business day for a financial center are available at that financial center.

Collected balance is the ledger balance for the account minus that portion of funds deposited for which we have not received credit based on the availability schedule we apply to the account. We ordinarily apply the availability schedule provided to us by the Federal Reserve Bank to determine the time that we receive credit for deposited funds.

Item includes all orders and instructions for the payment, transfer or withdrawal of funds from an account. As examples, item includes: a check, substitute check, purported substitute check, electronic transaction (including an ACH submission, ATM withdrawal or transfer, or point of sale transaction), draft, demand draft, remotely created check, remotely created consumer check, image replacement document, indemnified copy, preauthorized draft, preauthorized payment, automatic transfer, telephone-initiated transfer, Online Banking transfer or bill payment instruction, withdrawal slip, in-person transfer or withdrawal, cash ticket, deposit adjustment, or other order of instruction for the payment, transfer, or withdrawal of funds, or an image, digital image or a photocopy of any of the foregoing. *Item* also includes any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed. *Item* may also include a cash-in ticket and a deposit adjustment. *Item* may also include a check, draft, warrant, or other item deposited to your account, including a deposited item that was returned unpaid.

Minimum daily balance – the lowest balance that we determine is in the account during a statement cycle.

You and your means each and every owner of the account and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account.

Headings and Interpretation

We include section and paragraph headings in this Agreement to help you find terms and provisions. The headings are for convenience or reference only. They do not limit the term or provision.

Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

In some sections we give examples. The examples cover some, but not all, of the situations or items that are covered by the section.

Information About You and Your Account

Information You Give Us

When you open a deposit account with us, you give us information about yourself and confirm that it is correct. We enter the information into our records. We may rely on that information until you notify us of a change and we have had a reasonable time to act on the new information.

Identification

Federal law, including the USA PATRIOT Act, requires all financial institutions to obtain, verify and record information that identifies each customer who opens an account with that financial institution.

When you apply for an account, we will ask for your legal name, address, date of birth and your Tax Identification Number (TIN). For business accounts, we may require identification information related to a controlling manager and/or equity owners of your business. We may require one or more forms of unexpired photo identification. We may validate the information you provide to us to ensure we have a reasonable assurance of your identity. We may contact you for additional information. If your account is funded before we verify your information, you may not have access to your funds. If we are not able to verify your identity to our satisfaction, we will not open your account or we may close the account if it was previously funded.

Bank of America's Privacy Policy for Consumers

Our privacy policy for consumers is described in our publication, *U.S. Consumer Privacy Notice*. We provide our privacy policy to consumers who open a personal account with us. The privacy policy describes our policy on handling customer information and describes the situations when we may disclose information, including some examples.

You can also review our privacy practices on our website at bankofamerica.com/privacy.

Sharing Information with Affiliates

Accounts Held by Consumers We may share information that we have about you and your accounts among the Bank of America family of companies. Please refer to our publication, *U.S. Consumer Privacy Notice*, for information about the categories of information we may share among the Bank of America family of companies and how you may tell us not to share certain types of information among our family of companies.

Accounts Held by Businesses We may share information about our experiences with you with Bank of America Corporation and its subsidiaries and affiliated companies ("Bank of America Affiliates") and selected third parties. We may also share information that you have provided to us on applications or that we receive from outside sources among the Bank of America Affiliates. However, individuals may tell us not to share information about them from applications or outside sources compiled for purposes of determining eligibility for credit, insurance or other services by either calling us at 888.341.5000 or by notifying us at bankofamerica.com/privacy.

Consumer Reports and Other Inquiries

We may make any inquiries that we consider appropriate to help us verify your identity and determine if we should open, maintain, collect or close your account. This may include verification of employment and consumer reports or other reports from account information services and other consumer reporting agencies.

If you ask, we will tell you whether we requested such a report and, if we did request a report, we will tell you the name, address and telephone number of the reporting agency.

Disclosing Information About You and Your Account

This section applies to both business and personal accounts. We may disclose information about your accounts to consumer reporting agencies and to other persons or agencies who, in our judgment, have a legitimate purpose for obtaining information.

For example, subject to any applicable financial privacy laws or other laws or regulations, we may provide information on you and your accounts:

- to consumer reporting agencies, such as Early Warning Services, LLC;
- to anyone who we reasonably believe is conducting a legitimate credit inquiry, including inquiries to verify the existence or condition of an account for a third party such as a lender, merchant or consumer reporting agency;
- in response to any subpoena, summons, court or administrative order, or other legal process which we believe requires our compliance;
- in connection with collection of indebtedness or to report losses incurred by us;
- in compliance with any agreement between us and a professional, regulatory or disciplinary body;
- in connection with potential sales of businesses;
- to service providers who help us meet your needs by assisting us in providing or offering our products or services; and
- to other third parties as is described in our publication *U.S. Consumer Privacy Notice* or as required under applicable law or regulation.

For personal accounts, the terms of our *U.S. Consumer Privacy Notice* governs in the event of a conflict between the terms of this section and the terms of our *U.S. Consumer Privacy Notice*.

Account Information Services/Consumer Reporting Agencies If we close your account because of your unsatisfactory handling, we generally report to consumer reporting agencies such as Early Warning Services, LLC your name, address, Taxpayer Identification Number (TIN), driver's license number and the date and reason we closed the account. The consumer reporting agency may supply this information to others. This may adversely impact your ability to establish an account at any financial institution for up to five years from the date of the report.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Telephone Calls: Calling, Monitoring and Recording

When you give a telephone number directly to us, or place a telephone call to us, you authorize us to place calls to you at that number. You understand that a "telephone number" includes a cell phone number and "calls" include both telephone calls and text messages to or from your phone or cell phone. As examples, we may place calls to you about fraud alerts, deposit holds, and amounts you owe us (collection calls) on your account. When we place calls to you, we may use automatic dialers and artificial, text, or prerecorded messages.

You authorize us to monitor, and to record, telephone conversations and other electronic communications you have with us and with our representatives for reasonable business purposes, including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so.

You consent and agree in advance to these terms and conditions.

Release of Information

You can obtain information about your account by many methods, including at a financial center, by telephone, by mail and through Online Banking. We believe we have adopted reasonable security measures for each method, but we cannot ensure against unauthorized inquiries or intrusions. You agree that we are not responsible for the release of information to anyone who has gained possession of your ATM card, debit card or other code or access device or who has learned your identifying characteristics such as personal identification number (PIN), account number or social security number, even if you have not authorized them to obtain the information.

Account Ownership

Some General Terms

When you open an account, we may rely on information you give us and we maintain in our records. We determine the type and ownership of the account from this information. When you ask us to make a change to this information or your account, and we agree to the change, the change is not effective until we have had a reasonable time to act on the new information. As an example, if you ask us to change the signers on your account, your requested change is not effective until we have a reasonable time to act on it. If we ask you to give us additional documents or information, and you do not do so promptly, we may close your account.

When we accept a deposit to an account or permit a withdrawal or payment from an account, we may rely upon the form of the account and the terms of this Agreement at the time we process the transaction. We do not have to inquire about the source or ownership of any funds we receive for deposit or about the application of any withdrawal or payment from an account. When we permit a withdrawal or payment from an account at the request of any signer, or the agent of any signer, in accordance with the terms of this Agreement, the withdrawal or payment is a complete release and discharge of the Bank from all claims regarding the withdrawal or payment.

If you instruct us to open an account in the names of two or more people, and we do so, but later determine that one or more of them have not completed our account opening documents or other requirements, you agree to hold us harmless for reliance on your instruction. We may in our discretion for all purposes and circumstances (including determining ownership of the account following the death of any person in whose name the account was opened) either treat the account as being owned by all persons in whose names the account was opened or treat the account as being owned solely by the persons who have signed or completed our account opening documents or other requirements. If we treat the account as owned by all persons in whose names the account was opened, we may permit the non-signing person to withdraw funds or take other action on the account without any liability to you.

We may open an account without regard to whether you are married and without regard to whether the funds on deposit are your community or separate property. We may require you to close the account in order to remove a co-owner, terminate a joint ownership or change a payable on death or trust designation.

Some Basic Terms for Joint Accounts

If more than one person's name appears in the title of an account without a fiduciary, beneficiary or other designation, then the account is a joint account. All persons whose names appear on the account are co-owners of the account, regardless of whose money is deposited in the account.

Each co-owner acts as the agent of each other co-owner. Each co-owner authorizes each other co-owner to operate the account without the consent or approval of any other co-owner. We may

act and rely on the instructions of one co-owner without liability to any other co-owner. So as examples, one co-owner may without the consent or approval of the others:

- add additional persons as co-owners;
- deposit funds and withdraw or transfer part or all of the funds in the account;
- endorse for deposit to the joint account on behalf of any other co-owner an item payable to another co-owner;
- instruct us to stop payment on a check or other item that another co-owner wrote on the account;
- obtain an ATM card or a debit card;
- draw upon an overdraft or other line of credit connected to the account;
- obtain information about the account, including transactions conducted by other co-owners;
- pledge the account as security for any debts; and
- close the account.

Each co-owner is jointly and severally liable to us for all fees, charges and other amounts owed to us on, and all costs, losses and liabilities related to, this Agreement or the account. Note that our right of setoff described in the *Right of Setoff* section of this Agreement applies to joint accounts.

All joint accounts are presumed to be joint accounts with the right of survivorship, unless the applicable state law does not permit this presumption or we have agreed with you in writing that the account is owned in another capacity. **Right of survivorship means that when a co-owner dies, the funds in the account belong to the surviving co-owner(s)**, subject to our right to charge the account for any amount the deceased co-owner or a surviving co-owner owes us. The rights of survivorship continue between surviving co-owners and we may pay the funds in the account to any surviving co-owner. The applicable state law may impose requirements that must be met to create a joint account with right of survivorship. You are solely responsible for meeting these requirements.

Some Basic Terms for "Payable on Death" Accounts

For an individual or joint account, you may choose to make your account payable on your death to one or more payable on death ("POD") beneficiaries. You can make your account a POD account by instructing us to list each POD beneficiary on the account and complying with the applicable state law. The applicable state law usually imposes requirements that must be met to create a POD account. As an example, you may have to include certain words or letters in the account title to create a POD account, such as: "payable on death," "POD," "in trust for," "ITF," "as trustee for," "ATF," "transfer on death," "TOD," or "Totten Trust." You are solely responsible for meeting these requirements. We may treat an account which names a POD beneficiary as a POD account. However, if the applicable requirements are not met, we may treat your account as though there is no POD beneficiary.

During your lifetime, a POD account belongs to you. You may close the account, remove or add one or more POD beneficiaries, change the account type or ownership, and withdraw all or part of the funds in the account. When the account owner or last co-owner dies, we may pay any funds remaining in the account to the then surviving (if any) POD beneficiary(ies), subject to our right to charge the account for any amount a deceased owner, co-owner or POD beneficiary owes us. We may distribute the account balance, subject to any bank claims, to such beneficiaries payable to one or all surviving beneficiaries jointly, or payable individually, in equal shares, to each surviving beneficiary. A POD beneficiary does not acquire an interest in the account until after the death of the account owner or the last co-owner. A POD beneficiary may acquire an interest in the account at that time but only if the POD beneficiary is alive.

Some Basic Terms for Business and Other Non-Personal Accounts

If the account owner is a corporation, unincorporated association, limited liability company, limited liability partnership, fiduciary, partnership, sole proprietorship or other entity holding an account in any capacity other than an individual capacity, each person signing the signature card or completing other account opening requirements represents and agrees that they:

- are fully authorized to execute all documents or otherwise complete our requirements in their stated capacity;
- have furnished all documents or other information necessary to demonstrate that authority; and
- will furnish other documents and complete other requirements as we may request from time to time.

We may refuse to recognize any resolution affecting the account that is not on our form or that appears to us to be incomplete or improperly executed.

Transferring Ownership

Your account is for your use only. It is non-transferable and non-negotiable. Ownership of your account is transferable only on our records with our consent.

- You may not grant, transfer or assign any of your rights to your account without our written consent.
- Even if we consent, we may require that you close the account and that the new account owner open a new account in their name.
- We may refuse to acknowledge or accept your attempted pledge or assignment of your account or any interest in it, including a notice of security interest.

Special Provisions for Pass-Through Accounts

If you have opened a deposit account on behalf of the beneficial owner(s) of the funds in the account (for example as a trustee, agent, nominee, guardian, executor, conservator, custodian, or in some other capacity for the benefit of others) those beneficial owners may be eligible for "pass-through" insurance coverage from the FDIC in the event of Bank failure. FDIC "pass-through" deposit insurance is federal deposit insurance coverage that applies to the interests of owners or beneficiaries. This means the account could qualify for more than the standard maximum deposit insurance amount (\$250,000 per depositor in the same ownership right and capacity).

In the event of Bank failure, you agree to:

- Cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time;
- Provide the FDIC with the information described below in the required format promptly; and
- Submit claims for pass-through insurance to the FDIC through an alternative recordkeeping process.

The FDIC has published a guide and an Addendum to the guide, Section VIII, explaining the requirements for following this process, including the type of information you, as the account holder, must keep regarding the beneficial owners of the funds, as well as the format and process you must follow for submitting those records to the FDIC in the event of Bank failure. The guide and the Addendum can be accessed on the FDIC's website at <https://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html>. You have an opportunity to validate your capability to deliver the required information in the appropriate format so that a timely calculation of deposit insurance coverage can be made.

In the event that the bank fails, the FDIC would be appointed as receiver and a hold would be placed on your account so that the FDIC can conduct the deposit insurance determination; that hold will not be released until the FDIC obtains the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree if you do not provide the necessary data to the FDIC in a timely manner, it may result in a delay in receipt of insured funds and legal claims against you from the beneficial owner(s) of the funds in the account. Notwithstanding other provisions in this Agreement, this section survives after the FDIC is appointed as our receiver and the FDIC is considered a third party beneficiary of this section.

Checking and Savings Accounts

Types of Accounts

We offer several different types of checking and savings accounts for personal and business customers.

- The *Personal Schedule of Fees* describes our personal accounts and lists applicable fees.
- The *Business Schedule of Fees* describes our business accounts (other than Commercial accounts) and lists applicable fees.
- If you or we convert your account to a Commercial deposit account, it will be subject to the terms of that account.

Eligibility for NOW Accounts

NOW accounts are commonly called interest checking accounts. Federal law provides that NOW accounts may only be opened and used by the following customers:

- individuals (including sole proprietors),
- certain nonprofit organizations,
- federal, state or local governmental entities, and
- fiduciaries (such as a bank trust department) where one or more individuals hold the entire beneficial interest in the funds.

If we believe that you are not eligible to own a NOW account, we may either close the account or convert it to another type of account. When we refer in this agreement to checking accounts, the reference includes NOW accounts.

Demand Deposit Accounts

Demand deposit accounts are commonly called checking accounts. All types of customers can open a demand deposit account. Most demand deposit accounts do not earn interest.

When we refer in this agreement to checking accounts, the reference includes demand deposit accounts.

How We Calculate Interest on Interest-Bearing Checking and Savings Accounts

If you have an interest-bearing checking or savings account, then please note the following.

- Your funds earn a variable rate. Your interest rate and annual percentage yield ("APY") may change. At our discretion, we may change the interest rate for your account at any time without notice or limit.
- We compound and credit interest to your account monthly.

- We use the daily balance method to calculate the interest on your account. The daily rate is 1/365 — or in a leap year we may use 1/366 — of the interest rate.
- For personal checking accounts and personal and business savings accounts, the daily balance method applies a daily periodic rate to the collected balance in the account each day.
- For business checking accounts, the daily balance method applies a daily periodic rate to the collected balance in the account each day (less an amount that we determine applies for reserves applicable generally to transaction accounts under the rules of the Federal Reserve).
- For Public Service Trust Accounts, the daily balance method applies a daily periodic rate to the collected balance in the account each day (less an amount that we determine is required to offset service charges).
- When you deposit a non-cash item (such as a check), interest begins to accrue on the non-cash item no later than the business day on which we receive credit for the non-cash item.

Some checking and savings accounts do not earn interest. The checking and savings accounts that earn interest are described in the *Schedule of Fees* as interest-bearing accounts. Other checking and savings accounts do not earn interest. We pay interest only in whole cents.

We set interest rates at our discretion. We may set the interest rate based on a specific account, customer, customer relationship, or based on the location or channel through which we open the account. This means that the interest rate and APY we offer on the same type of account may be higher or lower based on these factors. For example, an account opened through our Online Banking channel may earn a different rate (either higher or lower) than the same type of account opened in a financial center or by mail.

We may also offer interest rate bonuses and other special promotions based on these factors. Interest rate bonuses and other special promotional offers may not apply to all accounts, customers, customer relationships, locations or methods of account opening.

When we consider your customer relationship with us, that may include whether you have other accounts with us, your balances with us in your other accounts and how you use services that we offer with accounts.

You may obtain current interest rates for your account by calling us at the number for customer service on your statement or by asking a financial center associate.

Balance Tiers The daily interest rate we pay on some accounts depends on the tier into which the balance in the account falls. A tier is a range of account balances. If you have one of these accounts, your balance earns the interest rate and APY in effect that day for the balance tier associated with your end-of-day balance. We may set the rate for each tier in any amount. The interest rate for one tier may be the same rate, or a higher or lower rate, than the rate for a lower tier. We may change the tiers that apply to an account at any time without notice. Different tiers apply to different types of accounts.

Combined Balance Service

With some checking accounts you can designate your checking account as your primary checking account and then link many of your other accounts to it for pricing. When you link another account for pricing, you can use the balances in the other account to help you meet the combined balance required to avoid the monthly maintenance fee on your primary checking account. The *Schedule of Fees* lists the required combined balance for each checking account to which the service applies and the types of accounts that can be linked for pricing.

You must tell us what other accounts you want us to link to your checking account for pricing. We do not link your other accounts for pricing unless you tell us to do so. To determine what accounts are linked for pricing, please call us.

When an existing account is closed and a new account is opened to replace the existing account, we do not automatically link the new account to your checking account for pricing, even if the existing account was linked. You must tell us to link the new account for pricing.

When we calculate a balance or combined balance, we may ignore accrued interest, funds subject to a hold of any type, and each loan or line of credit that is in default. For each linked account, the period of time that we use as the basis for calculating the balance, and the day that we use to determine the balance, in the linked account may be different from the statement cycle for the primary checking account.

You still need to meet the balance requirements, if applicable, in each linked account to avoid the monthly maintenance fees on those accounts.

You understand that the statement for your primary checking account may include information about each linked account, including the account name, number and balance. We may make this information available to each owner and signer of any linked account. We may also send you a single combined statement that reports activity for your checking account and each deposit account linked to that account, instead of separate statements for each account. See *Combined Statements* in the *Statements and Notices* section.

Limits on Linking Accounts

Some restrictions apply to what accounts can be linked to checking for pricing, including the following. You may only link an account to one checking account at a time. At least one of the owners of the linked account must also be an owner of the checking account. You may not link personal and business accounts together. You may not link a loan or line of credit that is in default.

We may in our discretion place other restrictions on what accounts can be linked.

Limits on Withdrawals and Transfers from Savings Accounts

This Agreement imposes limits on the number of certain types of withdrawals and transfers you can make each month from a savings account. Please note that these limits do not apply to withdrawals and transfers you make at one of our financial centers, by mail or at an ATM.

You can make no more than a total of six transactions each monthly statement cycle (or each month if you have a quarterly statement cycle) from among the following:

- Preauthorized transfers from your savings account (including transfers for overdraft protection through Balance ConnectSM).
- Telephone transfers or other electronic transmissions from your savings account.
- Online and Mobile Banking transfers or bill payment transfers from your savings account.
- Transfers by draft or debit card, if allowed, on your savings account.

We count a transaction on the date that we post it to your savings account. This date may be different from the date you authorize, transfer or write the transaction, which means a transaction made during one statement cycle may not be counted until a later statement cycle.

If you exceed the transaction limits on more than an occasional basis, we may revoke your privileges on that account or we may convert your savings account to another type of account, such as a checking account. Your funds may no longer earn interest after we convert your account.

Note: Even if you make no more than 6 transactions, a fee may still apply to some withdrawals or transfers. Please see the *Schedule of Fees* for your account.

Uniform Transfers/Gifts to Minors Act (UTMA/UGMA) Accounts

If you are the custodian of an account opened under the Uniform Transfers to Minors Act (UTMA) or the Uniform Gifts to Minors Act (UGMA), you agree to comply with all requirements of the applicable UTMA or UGMA law, including but not limited to your requirement to (i) expend the UTMA or UGMA assets only for the use and benefit of the minor named on the account (the "Minor") and (ii) upon the earlier of the Minor reaching the applicable termination age or the Minor's death, transfer the account assets to the Minor or to the Minor's estate as appropriate.

The Bank shall have no responsibility to ensure that you properly perform your duties as custodian. All funds deposited in the UTMA or UGMA account irrevocably become the property of the Minor, but the custodian is to manage these funds for the Minor's benefit until the Minor reaches the termination age, under applicable state law. At that time, the custodian is responsible for distributing the funds to the Minor.

Only one custodian and one minor are allowed per account. Applicable law imposes certain fiduciary and record-keeping obligations on the custodian and further requires that interest earnings are reported to the IRS under the Minor's Social Security number.

As the custodian, you agree that once the Bank has reason to believe that the Minor has reached the termination age under applicable law, the Bank may, but is not obligated to, take any or all of the following actions with respect to the UTMA or UGMA account without further consent or direction from you:

- Limit access to the UTMA or UGMA account;
- Prohibit further deposits into the UTMA or UGMA account;
- Restrict withdrawals or transfers from the UTMA or UGMA account other than by or to the Minor;
- Communicate with the Minor or the Minor's legal representative regarding the account including, but not limited to, providing periodic account statements and tax statements to the Minor or Minor's legal representative;
- Accept direction from the Minor with respect to the UTMA or UGMA account; and
- Deliver UTMA or UGMA account assets to the Minor.

Time Deposit or CD Account

When you open a time deposit account, you agree to leave your funds in the account until the maturity date of the account. We often refer to a time deposit account as a "CD" or a "Certificate of Deposit," even though we do not issue a "certificate."

This Agreement applies to CDs you open under your Individual Retirement Account (IRA) plan. Please see the *Traditional/Roth Individual Retirement Custodial Accounts and Disclosure Statements* for additional terms of this plan.

A time deposit account is neither transferable nor negotiable.

Types of CDs

We offer several different types of CDs for personal and business customers.

The *Personal Schedule of Fees* describes our personal CDs.

The *Business Schedule of Fees* describes our business CDs.

How we Calculate Interest on CDs

Your funds earn interest during the term of the time deposit account. We calculate interest as follows:

- Time deposits earn interest at a fixed rate except for Variable Rate IRAs. Fixed rate means that the interest rate that we apply to your account on the day we open it will not change for the term of the account.
- For a Variable Rate IRA, your funds earn a variable rate. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate for your account at any time without notice or limit.
- For terms of 27 days or less, we credit interest to your account at maturity. For terms of 28 days or more, we compound interest monthly and we credit interest to your account monthly and at maturity or disburse it to you according to the interest disbursement option you select.
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the ledger balance that we determine is in the account each day. The daily rate is $1/365$ — or in a leap year we may use $1/366$ — of the interest rate.
- When you deposit a non-cash item (such as a check), interest begins to accrue on the non-cash item on the business day the deposit is received. Deposits you give us on a weekend or bank holiday are treated as received the next business day.
- The annual percentage yield for your account assumes that interest will remain on deposit until maturity. A withdrawal will reduce earnings.

We generally set interest rates for new time deposit accounts based on the type of CD, the amount you deposit, and the term you select. We set interest rates at our discretion. Rates for new accounts may change daily. We pay interest only in whole cents.

We may also set interest rates based on a specific account, customer, customer relationship or based on the location or channel through which we open the account. This means that the interest rate and APY we offer on the same type of CD may be higher or lower based on these factors. For example, a CD opened through our Online Banking channel may earn a different rate (either higher or lower) than the same type of CD opened in a financial center. We may also offer interest rate bonuses and other special promotions based on these factors. Interest rate bonuses and other special promotional offers may not apply to all accounts, customers, customer relationships, locations or methods of account opening.

When we consider your customer relationship with us, that may include whether you have other accounts with us, your balances with us in your other accounts and how you use services that we offer with accounts.

You may obtain current rates by calling us at the number for customer service on your statement or by asking a financial center associate.

Disbursing Interest

You may choose to have us credit your interest to your account. With this option, we reinvest the interest in your account monthly and at maturity.

Alternatively, you may have us regularly disburse the interest from your account by having us credit the interest to a Bank of America checking or savings account or by having us mail a check for the interest.

Depending on the term of your account, disbursement options include monthly, quarterly, semi-annually, annually on the anniversary date, and at maturity.

CDs That Automatically Renew

Unless your account information states that your time deposit does not automatically renew, we automatically renew your account by reinvesting your funds. For business CDs, you must notify us of any change in controlling manager and/or equity ownership of your business. We reinvest both principal and interest, unless you elected to have your interest disbursed. (See *Disbursing Interest* in this chapter.)

When we automatically renew your CD, the term for the reinvested CD is the same length as the previous term of your account unless we notify you that we are changing the term of the CD. For time deposits with a fixed interest rate, the interest rate and APY for any renewal term is based on the rate we offer on the first day of the new term for the type of CD, amount and term of the reinvested deposit. Unless specifically stated otherwise, any bonus or special promotion we are offering will not apply to automatically renewing accounts.

If at any maturity date we no longer offer time deposit accounts of the same term and type, we may reinvest your funds in a time deposit that we believe offers similar features.

CDs That Do Not Automatically Renew

Some time deposit accounts do not automatically renew. If your account information states that your time deposit does not automatically renew, then your account does not earn interest after its maturity date.

Grace Period

The grace period begins on the first day after the maturity date. The grace period is one calendar day for terms of seven through 27 days and seven calendar days for terms of 28 days or more. You may make a deposit or withdrawal, or change the length of the term, once during the grace period and, if you take one of these actions, the grace period ends on that day. If the last day of the grace period is a non-business day (a weekend or bank holiday), then the grace period ends on the last business day before that non-business day. We may pay interest during the grace period based on the rate we offer on the first day of the new term for the type of CD, amount, and term of the deposit.

During the grace period, if you change your CD term length, the **next term only** will be measured from the date of that change. Then, for automatically renewable CDs, subsequent maturity dates will be measured from the day your account was originally opened. For example, if you open a 6 month CD on January 8th it will mature on June 8th. If you request to change your CD to a one year term on June 10th (during the grace period), the next maturity date will be June 10th of the following year. However, subsequent maturity dates will revert back to June 8th. Please refer to your "Soon to Mature Notice," which is sent to you in advance of maturity.

Deposits to a CD

You may make an additional deposit to your account during its grace period. Otherwise, for all CDs except Variable Rate IRAs you may not make deposits during the term of the CD.

You may not make a deposit to a time deposit account by wire or automated clearinghouse (ACH) transfer.

Early Withdrawals

You have contracted to keep your funds on deposit for the stated term. You may not withdraw all or part of a time deposit account except as provided in this Agreement.

At our discretion, we may allow you to withdraw all or part of your funds at times other than the grace period. We generally withdraw interest before principal. Each time we permit you to make an early withdrawal of principal, we may charge you an early withdrawal penalty. If your account has not earned enough interest to cover an early withdrawal penalty, we deduct any interest first and take the remainder of the penalty from your principal.

We calculate all early withdrawal penalties on the principal amount withdrawn at the interest rate in effect on the account on the withdrawal date. The early withdrawal penalty is:

- For CDs with terms of less than 90 days, the greater of all interest earned on the amount withdrawn or an amount equal to seven days interest on the amount withdrawn;
- For CDs with terms of 90 days up to 12 months, the penalty is an amount equal to 90 days interest on the amount withdrawn;
- For CDs with terms of 12 months up to 60 months, the penalty is an amount equal to 180 days interest on the amount withdrawn; and
- For CDs with terms of 60 months or longer, the penalty is an amount equal to 365 days interest on the amount withdrawn.

Please note that the term of a CD is the specified period of time you agreed to leave your funds on deposit – not the time remaining until maturity of your CD.

For purposes of calculating an early withdrawal penalty, the amount withdrawn includes any tax withholding, fees and early withdrawal penalties.

We add to the early withdrawal penalty the amount of any cash bonuses we paid you when you opened or reinvested the account.

If we are required to pay an amount from your CD (e.g. levy or garnishment), we may charge you an early withdrawal penalty, calculated on the amount withdrawn from the CD.

An early withdrawal from an IRA may also be subject to additional federal tax (and possibly additional state and local taxes) if you are under age 59 1/2.

Closing or Redeeming a CD

We may close or redeem an automatically renewable account at the end of the term. You may close or redeem your account during its grace period.

Information About Fees and Charging Your Account

Fees

You agree to pay for our services in accordance with the fees that apply to your account and your deposit relationship with us.

Account Fees Your account is subject to the fees described in the *Schedule of Fees* that applies to your account.

- The *Personal Schedule of Fees* lists account fees that apply to our personal deposit accounts.
- The *Business Schedule of Fees* lists account fees that apply to our business deposit accounts (other than Commercial accounts).
- The schedule that applies to your account is part of the binding contract between you and us.

The fees for many of our products and services may vary from state to state or between regions within a state. We charge account fees to you based on the state or region in which the financial center where we maintain your account is located. Account fees are not based on your state of residence or the state where you use or purchase the service. Your account fees and terms may differ from those of other customers with the same type of account, based on our assessment of your overall relationship with us.

Fees for Other Services In addition to checking, savings and CD accounts we also offer many other services, such as wire transfers, cashier's checks and bond redemption. You can get current information about these services and the fees that apply to them at a financial center or by calling us at the customer service number shown on your account statement. We may occasionally list fees for some of these services in the *Schedule of Fees*. Fees for these services may vary from state to state. The fees you pay for these services are those charged by us in the state where we sell you the service. We may change these fees at any time without notice.

How We Set Fees We set our fees based on many factors, including the value we offer, our competitive position, deterrence of misuse of an account by our customers, consideration of profit and the safety and soundness of the Bank. We may also consider costs in setting fees, but we do not set our fees based only or primarily on the direct or overall costs and expenses associated with providing the particular account or service involved.

Calculating Balances When we calculate an account balance or combined balance to determine whether a fee applies to your account, we may use the balance that we determine is in each account. We may ignore accrued interest and funds subject to a hold of any type. For a balance in an account linked to a checking account, the period of time that we use as the basis for calculating the balance, and the day that we use to determine the balance, in the linked account may be different from the statement cycle for the primary checking account. If a loan or line of credit is linked, we may ignore each loan or line of credit that we determine is in default.

Charging an Account

We may deduct fees, overdrafts and other amounts you owe us under this Agreement from your accounts with us or our affiliates, except that this provision does not apply to any consumer credit covered by the federal Truth in Lending law. We may make these deductions at any time without prior notice to you or request from you. If you are charged Overdraft Item Fees, the fees may be an additional debit to your account and may further increase the negative balance in your account. If there are not enough funds in your account to cover the amounts you owe us, we may overdraw

your account, (or further overdraw your account) and immediately debit the amounts you owe us, without being liable to you. We may use your deposits to pay any outstanding negative account balances (including fees) without notice to you, which may result in additional Overdraft Item Fees. You agree to pay immediately all fees, overdrafts and other amounts you owe us.

We may use deposits you or others make to your account (including deposits of payroll and government benefits) to pay any fees, overdrafts and other amounts you owe us prior to posting other debits processed the same day. This could result in additional Overdraft Item Fees.

Some government payments (such as Social Security, Supplemental Security Income, Veterans and other federal or state benefits) may be protected from attachment, levy, garnishment or other legal process under federal or state law. If such protections would otherwise apply to deductions we make for amounts you owe us, to the extent that you may do so by contract, you waive these protections and agree that we may use these funds to pay fees, overdrafts and other amounts you owe us under this Agreement.

Please see the *Right to Setoff* section of the Agreement for more information.

Insufficient Funds – Overdrafts and Returned Items

You can avoid declined and returned items and fees for overdrafts by making sure that your account always contains sufficient available funds to cover all of your fees and transactions. We offer services that you can use to help manage your account and help you avoid overdrafts, such as our Online Banking service and Online Alerts. Please see *How to Get Started* section in the *Introduction*.

Our optional Balance Connect™ for overdraft protection service can help you avoid overdrafts and declined or returned items. When you enroll your eligible checking account in Balance Connect™ you can link up to 5 eligible checking, savings, credit card and/or line of credit account(s) as linked backup accounts. When you do not have enough funds in your checking account to pay for an item, available funds are automatically transferred/advanced from the linked backup account(s) to cover your transactions. While there is no transfer fee when you use Balance Connect™, other fees and charges may apply. Please see *Balance Connect™ for Overdraft Protection* section for more information.

Overdrafts and Declined or Returned Items

When we determine that you do not have enough available funds in your account to cover a check or other item, then we consider the check or other item an insufficient funds item. If you have enrolled in Balance Connect™ and have enough available funds in your linked backup account(s), we transfer funds to cover the item(s). Otherwise, without notice to you, we either authorize or pay the insufficient funds item and overdraw your account (an overdraft item) or we decline or return the insufficient funds item without payment (a returned item).

We pay overdrafts at our discretion, which means we do not guarantee that we will always, or ever, authorize and pay them. If we overdraw your account to pay items on one or more occasions, we are not obligated to continue paying future insufficient funds items. We may pay all, some, or none of your overdrafts, without notice to you. If we do not authorize and pay an overdraft, then we decline or return the transaction unpaid.

The *Schedule of Fees* for your account explains when we charge you fees for overdrafts and the dollar amount of the fees. We may charge fees for overdraft items, including for transactions between multiple Bank of America accounts held by you. Please review the *Schedule of Fees* for your account carefully.

If we overdraw your account, you agree to repay us immediately, without notice or demand from us. We may use deposits you or others make to your account to pay any overdrafts, fees and other amounts you owe us prior to posting other debits, which may result in additional Overdraft Item Fees.

Impact of Holds

Sometimes funds in your account are not available to cover your fees, checks and other items. When we determine that funds in your account are subject to a hold, dispute, or legal process, then these funds are not available to cover your checks and other items. We usually make this determination once at the end of the day when we process items. As examples of holds, holds include deposit holds, holds related to cash withdrawals, and authorization holds we place on the account for debit card transactions.

Debit card transactions and related authorization holds may impact your available balance. It is important to know that your available funds may change between the time you authorize a transaction and when the transaction is paid. When you use your debit card you authorize the merchant with whom you use your card or to whom you previously provided your information to ask Bank of America to approve the transaction you want to make. At this time, in order for the transaction to go through, we must promise the merchant to pay for the purchase upon the merchant's request.

A hold immediately reduces the amount of available funds in your account by the amount of the authorization request. If, while the hold is in place, you do not have enough available funds in your account to cover other transactions you may have conducted (such as a check you previously wrote), those items may overdraw your account or be returned unpaid. This may result in an overdraft fee on the debit card transaction if this happens. In most cases, the hold expires when the transaction is paid.

The amount being held is not applied to the debit card transaction or to any specific transaction. If the hold expires and the transaction has not been paid, the amount being held is returned to your available funds. After the hold expires, we determine whether you have sufficient funds available to pay the debit card transaction. If you do not have sufficient funds, the debit transaction will cause you to overdraw and, if it is a recurring transaction, may incur an overdraft fee. This can occur even if your account did have sufficient available funds when the merchant requested authorization.

Your debit card transaction is paid when the merchant presents it to Bank of America for payment – that is, when the merchant asks us to transfer the funds from your account to the merchant. It is important to note that authorization and payment of debit card transactions do not occur simultaneously – there can be days between.

If other account activity has caused the funds available in your account to drop below zero before the debit card transaction is paid, you may no longer have sufficient funds to pay the merchant. If that occurs the debit card transaction will overdraw your account because we must honor our promise to pay the merchant. You may incur an overdraft fee when this happens.

Here is an example of how that may happen: On Monday we authorize a debit card transaction because you have enough available funds at the time. A hold is then placed on your funds until the merchant presents the transaction for payment. On Tuesday we process and post another transaction (such as a check you wrote) that reduces your available funds below zero. If the merchant presents the original debit card transaction for payment on Wednesday, and your available funds are now below the amount needed to pay the transaction, the debit card transaction will overdraw your account and you may incur an overdraft fee.

We may also treat as an insufficient funds item each fee that creates an overdraft and each deposited item returned to us unpaid that creates an overdraft.

For some business accounts, when your account is overdrawn, we also charge you interest on the overdraft amount. Please see the *Schedule of Fees* for your account.

What are "items"? Items include all orders and instructions for the payment, transfer, or withdrawal of funds from your account. As examples, item includes a check, draft, image, substitute check, everyday non-recurring debit card transaction, recurring debit card transaction, ACH submission, ATM transaction, preauthorized payment, automatic transfer, telephone-initiated transfer, Online Banking transfer or bill payment instruction, withdrawal slip, and in-person payment, transfer or withdrawal instruction. When you authorize someone, such as a merchant, to debit money from your account, that merchant or its financial institution may resubmit returned items multiple times. Each resubmission is considered a separate item. For more examples, please review the definition of items in the *Explanation of Some Terms* section.

What are everyday non-recurring debit card transactions and what are recurring debit card transactions? Everyday non-recurring debit card transactions are usually purchases made with your debit card or debit card number on a one-time or day-to-day basis. As examples, you use your debit card for purchases of groceries, gas, or coffee in the morning. Recurring debit card transactions are usually transactions that you set up to occur automatically, such as automatic bill payments. As examples, you give merchants your debit card number to use for rent, mortgage, car, or utility payments. We rely on the merchant that processes the transaction to determine if it is a recurring transaction or an everyday non-recurring transaction.

Personal Accounts - Overdraft Practices and Settings

We automatically apply our standard overdraft practices to personal checking accounts, unless otherwise disclosed. We refer to this as our Standard Overdraft Setting. For some personal checking accounts, we offer an optional Decline All Overdraft Setting. The Decline All Overdraft Setting is automatically applied to personal savings accounts and may not be changed to the Standard Overdraft Setting.

With our Standard Overdraft Setting, we do not authorize overdrafts for everyday non-recurring debit card transactions and ATM transactions. This means that we decline everyday non-recurring debit card transactions and ATM transactions when we determine that at the time of the transaction you may not have enough available funds in your account (or, for an eligible checking account enrolled in Balance Connect™ for overdraft protection, linked backup account(s)) to cover the transaction. With this overdraft setting, we may authorize and pay overdrafts for other types of items, and when this happens, you may be charged an overdraft fee. Other types of items include checks and other items transmitted using your checking account number, recurring debit card transactions, ACH submissions, preauthorized payments, and automatic and online bill payments. For more examples of other items, please review the definition of items. With the Standard Overdraft Setting, we will not charge a fee to your deposit account when we decline or return an item unpaid due to insufficient funds. However, you may be charged a fee by the payee.

Optional Decline All Overdraft Setting. This is an optional overdraft setting offered on some personal checking accounts that you can ask us to apply. With the Decline All Overdraft Setting we decline everyday non-recurring debit card transactions and ATM transactions when we determine that at the time of the transaction you may not have enough available funds in your account (or, for an eligible checking account enrolled in Balance Connect™ for overdraft protection, linked backup account(s)) to cover the transaction. In addition we do not authorize or pay any item, including recurring debit card transactions, checks and ACH submissions unless we determine that at the time of the transaction you appear to have enough available funds in your account (or linked backup account(s)) to cover the item. This means that if you ask us to apply the Decline All Overdraft Setting to your account, you are telling us to decline or return these items unpaid. With the Decline All Overdraft Setting, we will not charge a fee to your deposit account when we decline or return an item unpaid

due to insufficient funds. However, you may be charged a fee by the payee. In addition, if your account does become overdrawn, we will not charge an overdraft fee.

We may also apply the Decline All Overdraft Setting to accounts at our discretion and to accounts with excessive overdrafts.

With either overdraft setting, your account might still become overdrawn. Please see the *Impact of Holds* section for an example of how this could occur.

Please review the *Schedule of Fees* for your account carefully.

Business Accounts - Overdraft Practices and Settings

With our Standard Business Overdraft Setting, we do not authorize overdrafts for ATM transactions. This means that we decline ATM transactions when we determine at the time of the transaction that you may not have enough available funds in your account (or, for an eligible checking account enrolled in Balance Connect™ for overdraft protection, linked backup account(s)) to cover the transaction. With this overdraft setting, we may authorize and pay overdrafts for other types of items, and when this happens, you may be charged an overdraft fee. Other types of items include checks and other items transmitted using your checking account number, everyday non-recurring debit card transactions, recurring debit card transactions, ACH submissions, preauthorized payments, and automatic and online bill payments. For more examples of other items, please review the definition of items. With this overdraft setting, we will not charge a fee to your deposit account when we decline or return an item unpaid due to insufficient funds. However, you may be charged a fee by the payee.

For some business checking accounts, we offer an optional Decline All Overdraft Setting that you can ask us to apply to your account. The Decline All Overdraft Setting is automatically applied to all business savings accounts and may not be changed to the Standard Business Overdraft Setting. With the Decline All Overdraft Setting, we decline everyday non-recurring debit card transactions and ATM transactions when we determine at the time of the transaction you may not have enough available funds in your account (or linked backup account(s)) to cover the transaction. In addition, we do not authorize or pay any transaction, including recurring debit card transactions, checks and ACH submissions, unless we determine that at the time of the transaction you appear to have enough available funds in your account (or linked backup account(s)) to cover the transaction. This means that if you ask us to apply the Decline All Overdraft Setting to your account, you are telling us to decline or return these transactions unpaid. With the Decline All Overdraft Setting, when we decline or return an item unpaid due to insufficient funds, we will not charge a fee to your deposit account. However, you may be charged a fee by the payee. In addition, if your account does become overdrawn, we will not charge an overdraft fee.

We may also apply the Decline All Overdraft Setting to accounts at our discretion and to accounts with excessive overdrafts.

With either overdraft setting, your account might still become overdrawn. Please see the *Impact of Holds* section for an example of how this could occur.

Please review the *Business Schedule of Fees* for your account carefully.

Posting Orders

We determine the order in which we process and post deposits and other credits and checks and other items to your account. We may pay or authorize some items, and decline or return others, in any order we deem appropriate. When you do not have enough available funds to cover all of the items presented that day, some processing and posting orders can result in more insufficient funds items and more overdraft items than other orders. We may choose our processing and posting orders regardless of whether additional fees result.

Please see the *Processing and Posting Orders* section for more information.

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Occurrences

An "occurrence" is a day during which your account has at least one overdraft item or returned item. If we transfer your account to another financial center or convert it to a different type of account, your record of overdraft items and returned items continues to apply.

Balance Connect™ for Overdraft Protection

Our optional Balance Connect™ for overdraft protection service can help you cover your transactions and avoid overdrafts and/or declined transactions when you do not have sufficient funds in your checking account. While there is no transfer fee when you use Balance Connect™, other fees and charges may apply. Please carefully review this section and the account agreements for the backup accounts you link through Balance Connect™ to understand the fees or charges that apply when funds are transferred from those accounts.

Balance Connect™ allows you to link up to 5 eligible backup accounts to your eligible checking account (covered account). When you do not have enough available funds in the covered account to cover an item, we may automatically transfer/advance available funds from the linked backup account(s) to the covered account. If your linked backup account(s) do not have enough available funds to cover the necessary amount, we may decline to make the transfer, and your checking account may become overdrawn and you may be charged Overdraft Item Fees, or the payee may charge you a fee(s) for the returned payment.

When you link multiple backup accounts, you tell us the order in which you want your accounts accessed for transfers to the covered account. When the available funds in your first linked backup account are not enough to cover the necessary amount, the next linked backup account(s) will transfer/advance available funds to cover the remaining amount. Therefore, funds may be transferred/advanced from more than one linked backup account to cover the necessary amount. We are not required to notify you if funds from the backup account cannot be transferred by Balance Connect™ (for example if the account is dormant, purged, restricted or not in good standing).

If you use your savings account for this service, each transfer from that savings account counts as one of the six limited transactions you are allowed each month from your savings account. Please see the *Limits on Withdrawals and Transfers from Savings Accounts* section herein and the *Schedule of Fees* for your account for more information.

If you use your credit card account for this service, advances are made under, and are subject to, the terms and conditions described in the applicable credit card agreement. We ordinarily do not make an advance if you are in default under your credit card agreement or if the advance would cause you to exceed the amount of credit available for that type of transaction. As examples, we may decide not to advance funds from your credit card account if you fail to make a credit card payment by its due date or if you exceed any credit card limit on your credit card account. The funds advanced are subject to finance charges under your credit card agreement. Please see your credit card agreement for more information.

If you use your line of credit account for this service, advances are made under, and are subject to, the terms and conditions described in the line of credit agreement. We ordinarily make the advance as long as you are not in default under the line of credit agreement and as long as the advance does not cause you to exceed the amount of your available credit on your line of credit. The funds advanced are subject to finance charges under the line of credit agreement. Please see your line of credit agreement for more information.

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Please note the following:

- Bank of America Advantage SafeBalance Banking accounts are not eligible to be enrolled in Balance Connect™ as a covered account or to be linked as a backup account.
- Savings accounts are not eligible to be enrolled in Balance Connect™ as a covered account, but can be linked as a backup account.
- Other eligibility restrictions may exist. Please ask us whether your account is eligible.
- Balance Connect™ transfers/advances may not be transferred to your covered account on the same day as the covered item(s) is posted.
- Funds you deposit into your linked deposit account may not be available immediately for transfers.
- If you close a linked backup account or if it becomes ineligible, it will be removed as a backup account. If all of your linked backup accounts are closed or become ineligible, we will cancel your Balance Connect™ service.
- Any owner of both an eligible checking account and the linked backup account may enroll in or cancel Balance Connect™ without the consent of other owners and both accounts must share at least one owner to maintain Balance Connect™.
- An eligible personal checking account may be linked to an eligible Bank of America personal deposit account, personal credit card account, line of credit, and/or a home equity line of credit in good standing. An eligible business checking account may be linked to an eligible Bank of America business deposit account, business credit card or a business line of credit in good standing.
- When you link a backup account, you authorize us to automatically transfer funds from the linked backup account(s) to cover an item or items. In addition, when you link an account solely owned by you to an account you own jointly, you authorize us to share information about your solely owned account with each joint-owner of the other linked account, such as type of account and account number.

Certain other restrictions apply. We reserve the right to cancel your Balance Connect™ service and make changes to the service at any time for any reason.

Processing and Posting Orders

Processing Transactions and Posting Orders

Posting transactions to your account impacts your account balance. Posting a credit increases your balance. Posting a debit or hold reduces your balance. Credits include teller deposits, direct deposits and credits we make. Holds include deposit holds, debit card authorizations, and holds related to cash withdrawals and electronic transfers. Debits include withdrawals, transfers, payments, checks, one-time and recurring debit card transactions, and fees.

We use automated systems to process transactions and then to post transactions to accounts. When we process multiple transactions for your account on the same day, you agree that we may in our discretion determine our posting orders for the transactions and that we may credit, authorize, accept, pay, decline or return credits, debits and holds in any order at our option.

Posting Orders

This section summarizes how we generally post some common transactions to your account.

We group the different types of transactions into categories. We use several different categories for holds, credits, and debits. Most categories include more than one transaction type.

After the end of the business day, our automated systems assign each transaction received for that day to a category. We generally post all transactions within a category, using the posting order or orders that apply to that category, before we post any transactions assigned to the next category.

We start with the balance in your account at the beginning of the business day, subtract holds from your balance, and make any adjustments from prior days. Next, we generally add credits to your balance and then subtract debits from your balance. Some, but not all, of our categories are shown below. For each debit category shown below, we list some common types of debits that we assign to the category and summarize how we generally post them within the category.

- We add deposits and other credits to your balance.
- Then, we subtract from your balance in date and time order the types of debits listed in this paragraph, when our systems receive date and time information. If our systems do not receive date and time information, then we subtract the remaining debits in this category from your balance in order from the highest to lowest dollar amount.

Common debits in this category include:

- one-time and recurring debit card transactions;
 - withdrawals made at our tellers and ATMs;
 - one-time transfers made at ATMs, through our tellers, by telephone, and through Online and Mobile Banking;
 - checks you wrote that are cashed at our tellers; and
 - wire transfers.
- Then, for other checks you wrote, we subtract from your balance checks with check numbers sequentially in check number order when our systems can read the check number. Next, checks without a check number that our systems can read are subtracted in order from highest to lowest dollar amount. --
- As an example, on the same business day we receive five checks that you wrote and were not cashed at a teller. Our systems can read three of the check numbers, which are #105, #112, and #115. The other two checks do not have check numbers that our systems can read. We subtract check #105 first, then #112, and then #115. Then, we subtract the two remaining checks in order from the highest to lowest dollar amount.
- Then, we subtract from your balance many other types of electronic debits in order from the highest to lowest dollar amount. These debits include: scheduled transfers, preauthorized or automatic payments that use your deposit account number (generally referred to as automated clearing house (ACH) debits), and Online and Mobile Banking bill payments.
- Then, we subtract from your balance most fees incurred that day (such as monthly maintenance fees, overdraft item fees, and ATM fees) in order from highest to lowest dollar amount. We subtract these fees whether or not you have a positive account balance. Some fees may show as "processing" until the next day.

Changing Posting Orders

You agree that we may determine in our discretion the orders in which we post transactions to your account.

You agree that we may determine in our discretion the categories, the transactions within a category, the order among categories, and the posting orders within a category. We sometimes add or delete categories, change posting orders within categories and move transaction types among categories. You agree that we may in our discretion make these changes at any time without notice to you.

Posting Orders Determined at End of Day

We receive credits, debits and holds throughout the day. Regardless of when during the day we receive transactions for your account, you agree that we may treat them as if we received all transactions at the same time at the end of the business day.

During the day, we show some transactions as processing. As an example, we show some transactions as processing on the Account Details screen in Online Banking. Please note that transactions shown as processing have not been posted yet. The posting order for these transactions is determined at the end of the day, with the other transactions we receive for that day.

You should note that often we do not receive debits on the same day that you conduct them. As an example, when you use your debit card to pay for a purchase at a merchant and sign for the transaction, we usually receive an authorization request from the merchant the same day, but we might not receive the final debit card transaction for payment and posting until several days later.

We generally post credits and debits to your account, and report them on your statement, in a different order than the order in which you conduct them or we receive them.

Overdraft Fees

We generally determine at the time we post a debit to your account whether it creates an overdraft and whether an overdraft item fee applies. You should note that sometimes we authorize a transaction at a time when you have enough available funds to cover it, but because other items and fees post before it and reduce your balance, the transaction creates an overdraft when we post it to your account. You can avoid fees for overdraft items by making sure that your account always contains enough available funds to cover all of your items and associated fees. When your account balance includes some funds that are subject to a hold, dispute or legal process, you should note that those funds are not available to cover your items and fees.

We offer services to help you manage and keep track of your finances, such as Online Banking and Online Alerts. Please see "How to Get Started" at the beginning of this agreement.

Our posting orders can impact the number of overdraft fees we charge you when you do not have enough available funds to cover all of your transactions. When several debits arrive the same business day for payment from your account and you do not have enough available funds in your account to cover all of the debits we receive for that day, you understand that some posting orders can result in more overdrafts, and more fees for overdraft items, than if we had used other posting orders. You agree that we may in our discretion choose our posting orders, and also change them from time to time, regardless of whether additional fees may result.

When your account balance includes some funds that are not available at the time that we post a debit, and you do not have enough available funds in your account to cover the debit, the debit results in an overdraft and we generally charge you an overdraft item fee for the debit. You should note that we do not show holds, or distinguish between available and unavailable funds in your account balance, on your statement so when you review your statement later, it might appear that you had enough available funds in your account to cover a debit for which we charged you a fee.

Certain Transactions Made After Business Day Ends

During processing, we generally include in your account balance some transactions that you make after the business day cutoff, but before the end of the calendar day. These transactions are described below. This can impact fees that apply to your account. The credits can help you avoid overdrafts, returned items, and related fees. However, the debits can cause you to incur overdrafts, returned items, and related fees. You should note that we show these transactions on your statement as posting to your account on our next business day.

Credits. We generally add to your account balance the following credits, when the transaction occurs after the cutoff time for the business day, but during the same calendar day:

- Cash deposited at one of our ATMs or financial centers, and
- Transfers to your account from another deposit account with us made at one of our ATMs or financial centers, through Online Banking, Mobile Banking, or by calling customer service.

Debits. We generally subtract from your account balance the following debits, when the transaction occurs after the cutoff time for the business day, but during the same calendar day:

- Cash withdrawals made at one of our ATMs or financial centers, and
- Transfers from your account made at one of our ATMs or financial centers, through Online Banking, Mobile Banking, or by calling customer service.

Processing Deposits and Cashed Items

We may forward deposits, cashed items and other transaction requests for an account to one of our processing centers. We may use the date that our processing center receives the transaction as the effective date of the transaction.

Cashing Items or Accepting Items for Deposit

We may accept, accept for collection only, refuse, or return all or part of any deposit. If we accept checks or other items for deposit to your account or cash them, you are responsible for the checks and other items if there is a subsequent problem with them.

- If we cash a check or other item for you or credit it to your account and it is not paid for any reason, we may charge your account for the amount of the check or other item, even if this causes your account to become overdrawn.
- We may accept a check or other item for deposit to your account from anyone. We do not have to question the authority of the person making the deposit.
- If your account is overdrawn, we may use the deposit to pay the overdraft and any fees you owe us.
- We may adjust your account for any deposit errors, even if you have already withdrawn all or part of the deposit, though we reserve the right not to do so in every case.
- We may refuse to accept for deposit to your account items payable to another person.
- In receiving checks or other items for deposit or collection, we act only as your collecting agent and assume no responsibility beyond the exercise of ordinary care. We are not responsible for errors and delays made by others in the collection process.
- We may assess a charge for processing cash in a deposit.
- If you give us cash that we later determine to be counterfeit, we may charge your account for the amount we determine to be counterfeit.
- You will not knowingly deposit items into your account that do not have either a true original signature of the person on whose account it is drawn or an authorized mechanical reproduction of that person's signature.
- We may require ID or impose other conditions before accepting a deposit.
- An electronically created item (ECI) is an electronic image that has all the attributes of an electronic check but is not originally derived from a paper check. You agree not to deposit an ECI. You warrant that any item you deposit—including by means of mobile banking—has been created from a paper check, was authorized by the account holder, and will not be presented more than once. If you deposit or create for deposit an ECI, you agree to indemnify the Bank for any liability or loss resulting from a breach of any of these warranties and to fully reimburse the Bank for all losses incurred, including any loss due to the item not being derived from paper.

Deposit Slips You should always use our personalized deposit slips with your preprinted name and account number. If you use a blank deposit slip from one of our financial centers, rather than your personalized deposit slip, we are not liable to you for errors that may result from your or our hand encoding the account information.

Checks, Cashier's Checks, and Similar Items We cannot generally verify that checks, money orders, cashier's checks or similar items are authentic and valid at the time you ask us to cash them or accept them for deposit. If we cash, or accept for deposit, a check, money order, cashier's check or similar item and we later learn that the item is fraudulent, counterfeit or invalid for some

other reason, we may charge your account for the amount of the item. This may occur even if we previously made the funds available to you, or this causes your account to become overdrawn.

Foreign Items You should be especially cautious about accepting items drawn on banks located outside of the United States. See *Foreign Items and Foreign Currency*.

Checks Lost in the Collection Process

When we cash a check for you or accept a check for deposit to your account, we are acting as your agent in collecting the check. We are not responsible if the check is lost or delayed in the collection process. We may charge your account for the amount of the check, even if this causes your account to become overdrawn, if a check is lost during the collection process or if the financial institution on which the check is drawn gives us a photocopy of the check or a debit slip representing the check.

A check that was lost may not be returned to us for some time. Despite any delay, we may charge your account when we receive either the returned check, a copy of the check, or a notice of return.

Collection Items

We may accept certain items — such as certain securities and checks payable in foreign currencies or at foreign locations — on a collection basis only. We route and process collection items separately. We normally credit your account for collection items only after we receive payment for them. But if we do credit your account and then do not receive payment, we may debit your account for the amount of the item, even if this causes your account to become overdrawn.

We charge fees for processing collection items. Financial institutions in the collection process and the financial institution on which the collection item is drawn may also charge fees. If a financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. A financial institution may subtract its fee from the amount of the payment we receive. You have to pay these fees even if the collection item is returned unpaid.

For our current collection fees, call us at the number for customer service shown on your statement, or ask a financial center associate.

Demand Drafts and Remotely Created Checks

If you deposit a demand draft or remotely created check (an unsigned draft or a preauthorized draft) into your account, you warrant and guarantee that the draft or remotely created check is authorized according to the terms on its face by the person identified as drawer. You agree to indemnify us from all loss, expense and liability related to a claim that such draft or check was not authorized by the persons on whose accounts it was drawn.

Deposit Preparation and Acceptance

Please note that we may refuse to accept deposits to consumer and business accounts by mail.

When you make deposits through our financial centers, including lobby boxes, ATMs, night depositories and other automated depositories, or by mail, we may use the method of delivery to our branch or processing center to determine when we accept the deposit, when you receive credit for the deposit, and whether deposit fees apply.

If we credit your account for a deposit and provide you with a receipt, we may use the amount shown on the deposit slip or otherwise specified by you. The amount of the credit is subject to subsequent verification by us and, after review, we may adjust your account for any errors, though we reserve the right not to do so in every case.

Any of our employees or authorized agents may open and count any deposit that a teller did not count in front of you, including coin deposits, cash deposits, and each deposit made through the mail, a lobby box, a night depository, or other automated depository. You agree not to dispute that

employee or agent's determination of the amount you delivered. The funds will be accepted for deposit after the counting has been completed and we have verified the amount, if we opt to do so. The funds will be made available to you in accordance with our funds availability schedule at that time.

If you make your deposit through a mechanical or automated depository such as an ATM or night depository, you agree to exercise due care in opening, closing and properly securing the depository.

If your deposit includes items that we do not accept for deposit, we may hold those items until claimed by you.

Deposit Error Correction

When we accept your deposits, we may provisionally credit your account for the amount declared on the deposit slip. You must ensure that the amount declared on the deposit slip is correct even if you did not prepare the deposit slip. If later we determine that the amounts declared on the deposit slip are incorrect, we may adjust (debit or credit) your account, though we reserve the right not to do so if the error in completing the deposit slip was apparently inadvertent and is less than our standard adjustment amount. In that case, we may not adjust the deposit unless you notify us of the error within one year of the date of your periodic statement that shows the deposit. After this notice period has passed without your bringing an error to our attention, the deposit amount indicated on the statement will be considered finally settled. That is, if the actual amount deposited was less than the amount declared on the deposit slip, the difference will become your property and if the actual amount deposited was more than the amount declared on the deposit slip, the difference will become our property. We may change our standard adjustment amount from time to time without notice to you.

Encoding Deposits

If you are a business client, you may ask us for permission to encode the MICR (Magnetic Ink Character Recognition) line of an item you deposit with us. If we permit this, you agree to follow the instructions we give you for preparing and encoding your deposits. If you make an encoding mistake that results in costs, losses or damages to us, you agree to reimburse us for our costs, losses and damages, including attorneys' fees. We may charge them to your account. We are not liable for any claims, costs, losses, or damages you may incur when you encode your own items.

If our equipment is unable to read what we consider a significant number of your encoded items, we may refuse to accept some or all of your items and we may charge you fees for each item we do accept.

You must provide us with a replacement or a copy of each original check if the deposit is lost or destroyed. We are not liable to you if you are unable to do so.

Endorsing Checks

We may endorse and/or collect items deposited to your account without your endorsement but may, at our option, require your personal endorsement prior to accepting an item for deposit. If you deposit items which bear the endorsement of more than one person or of persons who are not signers on the account, we may refuse the item or may require you to have their endorsement guaranteed before we accept an item.

We may accept for deposit checks payable to any signer on your account when endorsed by any other signer.

When you endorse checks that you ask us to cash or deposit, you must endorse checks in the area that extends 1 1/2 inches from the trailing edge of the back of the check. You must also confine information that you place or have preprinted on the back of your checks to the same area.

Otherwise, it may overlap into the area reserved for the banks' endorsements. The trailing edge is the left side of the check when you look at it from the front.

If you endorse a check outside of that area, mark or otherwise obscure the other area or a prior endorsement or make an endorsement that is illegible or incomplete, we may refuse the item or we may accept such nonconforming endorsement and you agree to hold us harmless from any loss, delay, liability, claim or damage which may arise as a result.

If it becomes necessary for us to return one of your checks, your endorsement or information placed on the back of the check may interfere with the bank endorsements and cause delays in returning the item. You are liable for and agree to reimburse us for all claims, costs, losses and damages that result from late return of a check due to material entered on the back of the check that obscured or interfered with the depository or another bank's endorsement.

Identifying the Account for Your Deposit

You must correctly identify the account to which you want funds deposited. We may credit a deposit to an account based solely on the account number listed on the deposit slip or other instruction to credit an account, even if the name on the deposit slip or other instruction differs from the name on the account.

You are responsible for any claim, cost, loss or damage caused by your failure to properly identify the account to which a deposit is made or intended to be made.

Overpayments and Reversals

If funds to which you are not entitled are deposited to your account by mistake or otherwise, we may deduct these funds from your account, even if this causes your account to become overdrawn. If the funds were transferred from your account, we may reverse the transfer. We can do this without giving you any prior notice or demand.

Returned Items

This section applies to items that you deposit or that we cash for you (a "cashed or deposited item") and includes items drawn on us as well as items drawn on other financial institutions. You are responsible for returned items.

If a cashed or deposited item is returned to us at any time for any reason by the bank on which it is drawn or any collecting bank, we may accept that return, pay the claiming party, and charge the item to your account without regard to whether we or the other bank finally paid the item or returned the item in accordance with any applicable midnight deadline or clearinghouse rule. We may also deduct from your account any interest you may have provisionally earned on the item. We may debit your account for a returned item at any time on or after the day it is returned to us by electronic, automated clearinghouse ("ACH") or other means or on the day we receive notice that the item is being returned to us - whichever is earlier.

As an example: if an item deposited in your account has been paid by the bank on which it is drawn (including on us) and that item is later returned to us with a claim that the item was altered, forged, unauthorized, bears a forged or missing endorsement or should not have been paid for any reason, we may at our discretion charge the item against your account or place a hold on the amount of that item against your account until the claim is finally resolved. We may take these actions without prior notice to you and regardless of whether settlement with respect to such item is considered final.

We are not obligated to question the truth of the facts that are asserted, to assess the timeliness of the claim, to take any action to recover payment of a returned item, or to assert any defense. We do not need to notify you in advance of our actions related to the claim. If you do not have

sufficient available funds to cover a returned item, we may overdraw your account. We are not liable to you if there are insufficient funds to pay your items because we withdraw funds from your account or in any way restrict your access to funds due to a hold or debit to your account in connection with a returned item. You agree to repay immediately an overdraft caused by a return of a cashed or deposited item.

In some cases, the financial institution on which the returned check or other item is drawn may send us an electronic notice of return, an indemnified copy of the original, an image replacement document ("IRD") or an image, instead of returning the item. We may act on, and you agree to be bound by, the electronic notice of return, or indemnified copy or IRD just as if the original item had been returned.

We may send the unpaid item back for collection a second time before notifying you, but we are not obligated to do so. You waive notice of dishonor and protest. You agree that we will have no obligation to notify you of any item that is being returned. However, if we receive advance notice from another financial institution that it is returning to us unpaid a check of \$5,000 or more, we may send you a notice. We do not send a notice about returned checks of less than \$5,000.

Substitute Checks

You agree that you will not cash or deposit "substitute checks" as defined by federal law or Image Replacement Documents ("IRD") that purport to be substitute checks and have not been previously endorsed by a bank. If you cash or deposit such an item, you give us the same warranties and indemnities that we, as a reconvert bank, would give under applicable law or regulation and you agree to reimburse us for claims, losses, costs and damages we may incur. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for all claims, losses, costs and damages we incur because the substitute check resulting from the electronic representation does not meet applicable substitute check standards or causes duplicate payments.

Third-Party Endorsements

We may require that checks and other items you want to deposit or cash be endorsed by all parties to whom the items are payable. We may require verification of any endorsement through either an endorsement guarantee or personal identification.

Registered Warrants

Certain states, public agencies or other government entities may issue interest-bearing warrants that may be payable or redeemable on a future date, generally referred to as "registered warrants." Registered warrants are essentially a state or other government entity's "promise to pay" or "IOU." Registered warrants are subject to special rules.

We have no obligation to accept registered warrants from you, whether for deposit, cash payment, or otherwise even if the registered warrant is redeemable.

We generally will not cash registered warrants. If we inadvertently or otherwise cash a registered warrant for you, as consideration for our providing cash to you for the registered warrant, you agree that we may keep any and all interest paid to us for such registered warrant upon redemption. We may also debit your account if a registered warrant is returned unpaid or we receive notice that the registered warrant will be returned unpaid.

We may, at our discretion, accept registered warrants for deposit from you subject to certain terms and conditions, including but not limited to the following examples.

- We may require that you be an existing customer, and we reserve the right to decide which customers may be eligible on a case-by-case basis.
- We may require that such deposits are made in certain ways or channels, such as in

person and over the counter by the payee. We may restrict certain channels such as not accepting registered warrants for deposit through ATMs or by mobile deposit or remote capture.

- We may reject or not accept registered warrants payable to a third party.
- Because we may have to verify the authenticity of each registered warrant, if we accept a registered warrant for deposit prior to its maturity date or such earlier date as the registered warrant is called for payment by the issuer, we may place a hold on the deposited funds that may be longer than our standard hold or funds availability policies.
- We may refuse to accept any registered warrant you attempt to deposit, with or without cause or prior notice to you, even if we have accepted registered warrants from you in the past for deposit.
- We may not accept a registered warrant on or after its maturity date or such earlier date as the registered warrant is called for payment by the issuer.

When we accept a registered warrant from you for cash payment or deposit, you agree that you are assigning all rights that you have in the registered warrant, including the right to receive interest on the registered warrant. When you present a registered warrant to us for cash payment or deposit, you represent that the registered warrant is properly endorsed by you as the named payee, that you are eligible to receive interest on the registered warrant, and that the registered warrant is unaltered, valid, and free of liens and claims by others.

Regardless of the period of time you may have held the registered warrant prior to its transfer to us, as consideration for our agreeing to accept a registered warrant for deposit from you, you agree that we may at our option either keep any and all interest paid to us or we may credit interest to your account. At our option, should we choose to pay to you all or some of the amount of interest accrued on a registered warrant, we will credit the amount to the account into which you deposited the registered warrant, generally within 30 days of the date of deposit, provided that we have first received the interest, and provided such account is then open. If you have not provided a certified taxpayer identification number to us, this interest payment, if any, may be subject to backup withholding.

As a condition to accepting a registered warrant from you, you agree to execute and deliver to us any document we request to evidence the assignment and to ensure payment of the registered warrant, and all related accrued interest to us, if we keep the interest in accordance with this Agreement.

When Funds are Available for Withdrawal and Deposit Holds

Our general policy is to make funds from your cash and check deposits available to you no later than the first business day after the day of your deposit. However, in some cases we place a hold on funds that you deposit by check. A hold results in a delay in the availability of these funds. When we place a hold, you will have to wait a few days before being able to use the funds. When we decide to place a hold at the time you make your deposit, the teller or ATM gives you a notice that lets you know funds are on hold. For ATM deposits, the hold notice is usually included on the ATM receipt. The hold notice will let you know the date and the time when the funds will be available for you to use. In some cases, you will not get the hold notice from the teller or ATM, but later by mail or in Online Banking. You can avoid holds by using direct deposit or wire transfer.

In many cases, we make funds from your deposited checks available to you sooner than we are able to collect the checks. If funds from a deposit become available and you can withdraw

them, that does not mean the check or other item you've deposited is authorized, is "good," has "cleared," or has been paid by the paying bank. It's also possible that the check may be returned months after we've made the funds available to you and you've withdrawn them. No one, including our employees, can guarantee to you that a check will not be returned. Please keep in mind that even though we make funds from a deposited check available to you and you withdraw the funds, you are still responsible for problems with the deposit. If a check you deposited is returned to us unpaid for any reason, you will have to repay us and we may charge your account for the amount of the check, even if doing so overdraws your account.

While we generally apply our funds availability policy to deposits you make to savings accounts (including money market savings accounts), and to deposits you make remotely, such as deposits made using a mobile device or scanner, please note that our funds availability policy does not apply to these deposits, and we may delay availability of funds from these deposits.

Your Ability to Withdraw Funds

Our general policy is to make funds from your cash and check deposits available to you no later than the first business day after the day we receive your deposit. Our policy is to make funds from electronic direct deposits made through the automated clearing house (ACH) or transfer systems that deliver payments in real time, and incoming wire transfers available to you on the day of the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

If you make a deposit on a business day that we are open at one of our local financial centers before their close of business, or at one of our ATMs before 8:00 p.m. local time in the state where we maintain your account, we consider that day to be the day of your deposit. However, if you make a deposit after such times, or on a day when we are not open or that is not a business day, we consider that the deposit was made on the next business day we are open. Some locations have different cutoff times.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you by the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, may be available no later than the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available by the first business day after the day of your deposit, we generally notify you at the time you make your deposit. We also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after your deposit is made, we mail or otherwise provide you the notice by the next business day. If you need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, we may delay the availability of funds you deposit by check for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special Rules for New Accounts

If you are a new customer, the following special rules may apply during the first 30 days the account is open. Funds from electronic direct deposits to your account are available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks are available no later than the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you and deposited in person to one of our employees. The excess over \$5,525 is available by the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of deposit. Funds from all other check deposits are generally available by the fifth business day after the day of your deposit.

However, we may place longer holds on certain items for other reasons, such as large deposits (see *Longer Delays May Apply* above).

Government Checks, Cashier's Checks and Other Special Types of Checks

Our policy is to make funds from U.S. Treasury checks that are payable to you available no later than the first business day after the day of the deposit.

If you make the deposit in person to one of our employees, and meet the other conditions noted below, our policy is to make funds from the following types of deposits available no later than the first business day after the day of your deposit:

- State and local government checks that are payable to you and are deposited in an account in the same jurisdiction that issued the check.
- Cashier's, certified and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal Service money orders that are payable to you.

If you do not make your deposit of these checks in person to one of our employees (for example, if you mail the deposit), our policy is to make funds from these deposits available no later than the second business day after the day of your deposit.

However, we may place longer holds on certain items for other reasons, such as large deposits (see *Longer Delays May Apply* above). For information about registered warrants issued by government entities, see "Processing Deposits and Cashed Items - Registered Warrants" above.

Holds on Other Funds

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. In either case, we make these funds available in accordance with our policy described above for the type of check that was cashed or deposited.

Processing Withdrawals

We may forward withdrawals and other transaction requests for an account to one of our processing centers. We may use the date that the processing center receives the transaction as the effective date of the transaction.

Cashing Checks for You

Check cashing services may not be available at some financial centers. We may refuse to cash a check written to you. If we do cash such a check and it is returned to us unpaid for any reason at any time, we may deduct the amount of the check from your account, even if this causes your account to become overdrawn.

We may cash checks payable to any signer on your account when endorsed by any other signer.

If you ask us to cash a check or other items for you, we may apply the proceeds of the check or other item to fees, overdrafts and other amounts you owe us.

Cashing or Accepting Your Checks for Others

When a person with a check or other item drawn on your account asks us to cash it or deposit it, we may require identification satisfactory to us. This identification may include their fingerprint or other biometric marker. When a person who is not our loan or deposit customer asks us to cash a check or other item drawn on your account, we may impose additional requirements. These may include: a dollar limit above which we will not cash the check or a fee for cashing the check. We may also refuse to cash the check.

If the person with your check fails or refuses to satisfy our requirements, we may refuse to cash the check or accept it for deposit.

When we cash your check, or accept it for deposit, we may do so without reviewing your account at that time to see whether you have enough available funds to cover the check. We may charge that person cashing a check or other item a fee for cashing the check or other item if that person is not a customer of Bank of America.

We are not liable to you for refusing to cash or accept the check, or for charging a check cashing fee.

Checks with Legends or Restrictions

Some customers print or write legends or restrictions on their checks. Sometimes the person to whom the check is payable prints or writes a legend or restriction on the check. Legends and restrictions include conditions, special or restrictive instructions, and other notations. Some examples are: "not valid after 60 days", "not valid over \$1,000" or "paid in full". We may disregard legends and restrictions. We may pay the item even if the legend or restriction has not been met. We are not liable to you for any claims, costs, losses or damages that result from the placement of these legends or restrictions on your checks, or from our failure to abide by them.

Collection Items

When another financial institution submits to us for collection an item drawn on your account, we may charge the other financial institution a fee. When you do not have enough funds in your account for us to process a collection item drawn on your account, submitted to us by a financial institution, including Bank of America, we may charge you a fee for each item.

Check Stock and Ink

You agree to bear the risk of loss if you use check stock that contains defects, such as printing inaccuracies, faulty magnetic ink, faulty encoding, or duplicate serial numbers.

Checks you write may be converted into electronic images (truncated) during the check collection and return process. You also agree to bear the risk of loss if: you elect to have your checks printed by a vendor that has not been approved by us; you use check stock or features (such as security features) that cause critical data to disappear or be obscured upon truncation; or you make your check out in a way (such as, using a lightly colored ink) that causes critical data to disappear or be obscured upon truncation.

Converting Checks to Electronic Debits

Some businesses convert checks that you give them into electronic debits (sometimes referred to as an electronic check) and then sends us an electronic debit for the transaction amount. When we receive the electronic debit, we charge it to your account. We may receive the electronic debit to your account immediately after the business enters the transaction, so you may have a reduced right to stop payment and you may incur an overdraft if you do not have sufficient funds in your account to cover the amount of the check at the time you write the check or authorize the transaction. Since the check is not sent to us, we do not have a copy of your check. We list these electronic debits on your account statement. If the business uses your check to initiate an electronic debit at the point of sale, the business should give you notice of the conversion and return the voided check to you. You should treat the voided check with care because someone else who obtains possession of it could use the information to initiate additional debits against your account. A business that receives your check by mail and converts it to an electronic debit may give you notice of the conversion and destroy the original check.

Examining Checks

We receive checks in great volume. This and compliance with expedited funds availability laws require us to use automated check processing procedures. Although we may visually review a sample of checks and other items from time to time, reasonable commercial standards do not require us to do so.

We select some checks for review based on certain criteria that change from time to time. This means that most checks are processed on the basis of the MICR (Magnetic Ink Character Recognition) line printed along the bottom edge of the check, and are not individually examined for dates, maker signatures, legends or endorsements. You agree that we will have exercised ordinary care if we examine only those items that we have identified according to the criteria that we may establish in our discretion for inspection.

If we do visually review any check or other item, we may disregard any restrictive instructions or notations, such as an instruction to permit withdrawals only upon more than one signature. We may return the item unpaid if, in our opinion, it does not bear a signature matching any specimen signature we have on file for your account. You agree, however, that we will not be liable to you for honoring any check or other item bearing a signature that, in our sole opinion, resembles the specimen signature on file with us.

Since we do not individually examine most checks, it is critical for you to take care of your checks, promptly review your account statement, and immediately report any suspicious or unauthorized activity to us. You agree that automated processing of your checks is reasonable and that you accept responsibility for preventing and reporting forgeries, alterations, and other unauthorized uses of your checks or accounts. You agree that the exercise of ordinary care will not require us to detect forgeries or alterations that could not be detected by a person observing reasonable commercial standards.

Since some types of check fraud have become more difficult to detect, we may elect in some cases to make further inquiries about certain checks or other items that are presented for payment against your account. If we are unable to contact you, or take other steps, to determine with

reasonable certainty that you authorized these payments, we may either pay the checks and other items or return them unpaid without any liability to you.

Items Resulting from Voluntary Disclosure

If you voluntarily disclose your account number to another person orally, electronically, in writing or by other means, you are deemed to authorize each item, including electronic debits, which result from your disclosure. We may pay these items and charge your account.

Large Cash Withdrawals

We may require reasonable advance notice for large cash withdrawals. We may also refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier's check or other official item) at a financial center if we believe that the amount is unreasonably large or that honoring the request would cause us an undue hardship or security risk. We may require that such withdrawals be made at one of our cash vaults by an armored courier, acceptable to us and at your sole risk and expense. We are not responsible for providing for your security in such transactions.

Paying Checks and Other Items

We may debit your account for a check or other item drawn on your account either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice that the item has been deposited for collection at another financial institution — whichever is earlier. If you do not have sufficient available funds to cover the item, we decide whether to return it or to pay it and overdraw your account.

We may determine your balance and make our decision on an insufficient funds item at any time between our receipt of the item or notice and the time we must return the item. We are required to determine your account balance only once during this time period.

When you deposit checks or other items that are drawn on another account with us, we may treat such items as presented to us for payment on the business day that they are received by our office that processes checks drawn on the other account.

Stale-Dated and Postdated Checks

If a stale-dated check — that is, a check dated more than six months in the past — is presented for payment against your account, we may pay the check and charge it to your account. If a postdated check — a check dated in the future — is presented for payment, we may pay the check and charge it to your account even if it is presented for payment before the date stated on the check. If you do not want us to pay a stale-dated or postdated check, you must place a stop payment order on it.

Substitute Checks, Indemnified Copies, Images and Image Replacement Copies

In some cases, we may be sent an indemnified copy of your original check, an image replacement document (IRD), a substitute check or an image of your check, instead of the original item. We may act upon presentation of an IRD, indemnified copy, substitute check, or image of your check and pay these items against your account, just as if the original item had been presented.

Unpaid Items

If we decide not to pay a check or other item drawn on your account, we may return the original, an image or a copy of the item or we may send an electronic notice of return and keep either the original, an image or a copy of the item in our records. If we send an electronic notice of return, you agree that any person who receives that electronic notice may use it to make a claim against you to the same extent and with the same effect as if we had returned the original item.

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Substitute Checks and Your Rights

The following provisions help explain some of the rights a consumer has under a federal law commonly referred to as Check 21. Check 21 was enacted to increase the efficiency of the U.S. check clearing system. The clearing system relies heavily on the physical transport of checks between banks. Check 21 allows banks to create substitute checks and present them to other banks instead of the original check. This reduces the transport of checks among banks and helps enable the electronic collection of checks.

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at the telephone number listed on your account statement, or write to us at:

Bank of America
Attn: Research and Adjustments
PO Box 655961
Dallas, TX 75265-5961

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

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Your claim must include—

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: your account number, the check number, the name of the person to whom you wrote the check, the amount of the check and the date of the check.

Notices, Statements and Other Communications

General Terms for Notices, Statements and Other Communications

Please review promptly all notices, statements and other communications we send you. In this section "communications" means all notices, statements and other communications we send you.

We may provide communications in English. Many communications will be notices of change affecting your rights and obligations. If you have questions about any of them or difficulty reading English, please call us at the number for customer service on your statement.

We may:

- address communications to one account owner;
- provide communications in English, even though we may have given you account opening documents and disclosures in a language other than English;
- destroy communications that are sent to you and returned to us as being undeliverable, along with any accompanying checks and other items;
- authorize the Post Office or an agent to destroy communications, along with accompanying checks and other items, that the Post Office informs us are undeliverable; and
- stop sending communications to you until a new address is provided to us if one or more communications that we mail to you are returned to us as being undeliverable.

We are not responsible for communications, or for any checks or other accompanying items, lost while not in our possession.

If we receive communications that we sent you at a financial center, they are deemed to have been delivered to you at the time that they are available to you at the financial center.

Electronic delivery of communications We recommend that you use our Online Banking service and receive your communications electronically. When you use electronic or paperless delivery, we deliver communications to you by placing them in Online Banking. You can find your account statements, notices, and other eligible documents in Online Banking within the statements and documents area of your account details page. Communications currently available for electronic delivery are listed in the statements and documents area of Online Banking.

Notices

When we inform you of changes affecting your rights and obligations, we do so by delivering or otherwise making a notice available to you. In some cases, we may post a notice of a change in our banking offices or on our website. Otherwise, we mail the notice to you at the address we currently show for your statement or, if we have agreed on this method, we provide it to you electronically. We may provide a notice as a message on your statement or as an insert with your statement.

If a notice of a change to this Agreement is returned to us as being undeliverable or because notices or statements we previously sent you were returned to us as being undeliverable, you understand that the notices are available to you through our financial centers. You agree to that method of delivery and that changes covered in these notices are still effective and binding on you.

A notice sent to any one owner is deemed notice to all account owners and is effective for all account owners.

Statements

We provide you with a single statement when there is activity on your checking or savings account. When there is no activity on your account, we may choose not to provide a statement. You may generally obtain an additional copy of your statement for a fee.

We recommend that you use our Online Banking service and receive your statements electronically.

If your statement is received at one of our offices, we may mail it to you or destroy it, along with any accompanying checks and other items.

For checking, money market savings and business savings accounts, we provide you with a monthly statement. Statement cycles generally vary from 28 to 33 days and may end on different days during the month. A statement cycle can be shorter than monthly. As examples, a statement cycle may only be a few days in length for the first statement cycle after an account is opened or when a statement date is changed to link accounts for combined statements. If you want to know the date your statement cycle ends, call us at the number for customer service on your statement.

For Regular Savings accounts, we provide you with a quarterly statement. If you have an electronic fund transfer (such as a direct deposit or an ATM withdrawal) to or from your account during any month, we provide a statement for that month.

For analyzed business checking accounts, you can elect to receive an additional monthly account analysis statement. This statement includes balance and float information, quantity of services used during the period, fees and charges for these services and the earnings allowance, if any.

For IRAs, we provide you with a quarterly statement.

Combined Statements With combined statement service we provide a single statement that reports activity for all accounts linked for this service, instead of separate statements for each linked account.

Accounts must contain identical ownership in order to be eligible to receive Combined Statements.

You must generally request combined statement service and tell us what accounts you want us to link and report on a combined statement. In some cases, however, we may automatically send you a combined statement. As an example: we may automatically link accounts that have the same owners and provide a combined statement for those accounts.

We may restrict what accounts can be linked for a combined statement. Please note that combining accounts on a single statement does not mean they are also linked for pricing. To determine which accounts can be linked, or to link accounts, for combined statements or for combined balances (pricing), please call us.

Check Image and Safekeeping

For most accounts, we offer the following options regarding your canceled checks.

Check Image Service We provide with your statement an image of the front of each of your canceled checks that we post to your account during the statement cycle. We print images of your checks up to 10 images on a page. We do not return your canceled checks. In some states and for some business accounts we provide an image of the front and back of your canceled checks. When you use this service, checks are deemed to be made available to you at the same time your statement is made available.

We store copies of your canceled checks (usually on microfilm or as a digital image) and then destroy the checks. Copies of checks are generally available for seven years from the date the checks are paid. See *Check Copies* in *Other Terms and Services*.

Check Safekeeping Service We report on your statement information about canceled checks (check number, amount and date posted) that posted to your account during the statement cycle. You do not receive your canceled checks with your account statement. When you use this service, checks are deemed to be made available to you at the same time your statement is made available.

If your statements are returned to us, you automatically receive check safekeeping service. If you usually receive your checks with your statement but we are unable to return them because of circumstances beyond our reasonable control, we may convert your account to check safekeeping service.

We store copies of your canceled checks (usually on microfilm or as a digital image) and then destroy the checks. Copies of the checks are generally available for seven years from the date the checks are paid. See *Check Copies* in *Other Terms and Services*.

If you use our check safekeeping service, we cannot provide a copy of a check that posted to your account, and you lose money as a result, we may cover the loss up to the amount of the check. However, we are not liable to you for consequential loss or damage of any kind.

Your Address and Change of Address

We may send notices, statements and other communications regarding your account to you at the electronic or street address we have in our records for your account.

You agree to notify us if you change your address. If the United States Post Office or one of its agents tells us that your address has changed:

- we may change your address on our records to the address specified by the Post Office; and
- we may send notices, statements and other communications regarding your account to that new address.

Actions You Can Take to Help Protect Your Account

Your role is extremely important in helping to prevent the wrongful use of your account. Please consider the measures below to help you protect your account.

Stay Informed We offer several services you can use to help you keep track of your account on a daily basis. You can use our Online Banking service to review your accounts and Online Alerts to receive notice of account balances and activity. Please see the information about these services in *How to Get Started*.

Be Cautious about Giving Out Your Personal Information We will not send you e-mails requesting personal information. If you receive an e-mail that seems to come from us and requests personal information, do not answer it. Instead, please contact us immediately at the number on your statement.

Be Cautious about Accepting Checks, Money Orders and Cashier's Checks, especially from Strangers You should be cautious about accepting checks, money orders and cashier's checks (especially, foreign checks) from strangers. Sometimes they are fraudulent or counterfeit. We cannot verify that a check, money order or cashier's check that purports to be issued by another company or financial institution is authentic, or has any value at all, when you give it to us and ask us to cash or deposit it.

We ordinarily make funds from a check you deposit (or we cash for you) available to you sooner than we are able to collect the check or determine whether the check is any good. If the check is returned to us unpaid for any reason, you are still responsible for the check. We charge your account for, and you will have to repay us, the full amount of the returned check. A check may be returned because it "bounces" or because the check is fraudulent, counterfeit or invalid for some other reason.

One way to help protect yourself is to take the check to the bank, company (such as Western Union) or service (such as the U.S. Postal Service) that issued it and redeem the check for cash. For more information on how to avoid being a victim of fraud, visit bankofamerica.com, or consult trusted organizations such as your local Better Business Bureau or the Federal Citizen Information Center.

Review Statements and Report Suspected Problems Immediately You must promptly review the notices, statements and other communications, along with any accompanying checks and other items, we send you. You must also report problems or unauthorized transactions to us immediately, by calling the number for customer service on your statement. See *Reporting Problems*.

Identity Theft Identity theft occurs when someone uses your personal information without your permission to take over your existing account or to open new accounts in your name. Identity theft often begins with the loss or theft of a wallet or purse. Criminals can also obtain your personal information by stealing records from your trash or sending fraudulent e-mails to you requesting your information.

You should destroy or shred account statements, checks, deposit slips and other documents with your personal information before you throw them away.

Other Actions You Can Take

Here are some other actions you can take to help control your risk. This is by no means a complete list of preventive measures. You may want to take other or additional actions.

- Do not share your passwords, user numbers or Personal Identification Number (PIN) for Online Banking or your ATM or debit card.

- Call us if your new check order or debit card does not arrive within 14 business days.
- Be cautious about giving someone your account number. If you give your account number to a third person and authorize that third person to initiate one or more transactions on your account, you may be liable for all transactions initiated by the third person even if you did not intend to authorize a particular transaction.
- Do not give anyone a pre-signed blank check. Do not give anyone permission to sign your name on a check.
- Do not preprint your driver's license or Social Security Number on your checks.
- Write checks in a dark colored permanent ink and fill in all lines. Make sure the written and numeric amounts match, are readable and begin on the far left of the line so additional numbers or words cannot be added.
- Write and sign your checks clearly, because illegible checks are easier to forge.
- Use tamper resistant checks. If you do not order checks through us, ask your check vendor about tamper resistant checks.
- Store blank checks, deposit slips and statements in a safe place and audit your check stock frequently. When discarding, destroy them by shredding or other means so they cannot be copied or used. Call us immediately if any of these items are lost, stolen or missing.
- Use the same precautions that apply to your checks to your endorsement and signature stamps.
- Do not leave outgoing mail in an unlocked collection box or in your residence mailbox. Deposit outgoing mail in a locked Postal Service mail deposit box.
- Keep accurate records of your transactions and reconcile your statements as soon as they are made available to you. Pick up your mail every day. When reviewing your statements, watch for:
 - Checks cashed out of sequence or made payable to cash
 - Use of a check number from a previously cleared item
 - Balance discrepancies or unexpected fluctuations
- Reconcile your account yourself. If you have authorized someone else to transact on your account and you do not reconcile your account yourself, someone other than an authorized signer should reconcile your accounts.
- Business customers should assign to different individuals responsibilities for: opening mail, reconciling bank statements, endorsing incoming checks, making deposits, reconciling accounts payable checks with vendor invoices, reconciling incoming checks against outstanding receivables and issuing checks.

Reporting Problems

If you find that your records and ours disagree, if you suspect any problem or unauthorized transaction on your account or you do not receive a statement when expected, call us immediately at the number for customer service on your statement. If you fail to notify us in a timely manner, your rights may be limited.

This section does not apply to electronic fund transfers that are subject to Regulation E. If we have a specific agreement with you for a service or this Agreement has specific provisions for a service (such as the *Funds Transfer Services* section), these provisions supplement the specific agreement and provisions to the extent they are not inconsistent.

Your Responsibility

You must exercise reasonable control over your statements, checks, deposit slips, endorsement and signature stamps, debit and ATM cards, Personal Identification Numbers and other access devices. It is your responsibility to keep them safe and secure and to promptly discover and report if any of them are missing in time to prevent misuse. You assume full responsibility for monitoring and reviewing the activity of your account, the work of your employees, agents and accountants, and any use they make of your account.

We may deny a claim for losses due to forged, altered or unauthorized transactions, items or signatures if you do not guard against improper access to your checks, statements, deposit slips, endorsement and signature stamps, and account information. We may also deny your claim if you do not monitor your account and report problems as provided in this section. Please review this *Reporting Problems* section carefully.

In some states we offer certain fraud prevention and detection products and services to business customers. If we have offered you one or more of these services, and you decline to use them or fail to implement them, or you fail to follow the procedures necessary for proper use of these products or services, or you fail to follow other precautions reasonable for your particular circumstances, you are precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items.

What Are Problems and Unauthorized Transactions

Problems and unauthorized transactions include suspected fraud; missing deposits; unauthorized or mislabeled ACH submissions or other electronic transfers; missing, stolen, or unauthorized checks or other withdrawal orders; checks or other withdrawal orders bearing an unauthorized signature, endorsement or alteration; illegible images; encoding errors made by you or us; contested fees; and counterfeit checks. This is not a complete list.

Reviewing Your Account Statements

Your review of your statements, checks and other items is one of the best ways to help prevent the wrongful use of your account. You agree:

- to review your statements, checks and other items and reconcile them as soon as they are made available to you;
- that our statements provide sufficient information to determine the identification and authenticity of any transaction including without limit, whether any are forged, altered or unauthorized if the statement includes the item number, amount and the date the item posted to your account;
- to report any problems or unauthorized transactions as soon as possible; and

- that 60 days after we send a statement and any accompanying items (or otherwise make them available) is the maximum reasonable amount of time for you to review your statement or items and report any problem or unauthorized transaction related to a matter shown on the statement or items. There are exceptions to this 60-day period. For forged, unauthorized or missing endorsements, you must notify us within the period specified by the state law applicable to your account. For substitute checks, you must notify us within 40 days to qualify for an expedited recredit. See section titled *Substitute Checks and Your Rights*.

We Are Not Liable If You Fail To Report Promptly

Except as otherwise expressly provided elsewhere in this agreement, if you fail to notify us in writing of suspected problems or unauthorized transactions within 60 days after we make your statement or items available to you, you agree that:

- you may not make a claim against us relating to the unreported problems or unauthorized transactions, regardless of the care or lack of care we may have exercised in handling your account; and
- you may not bring any legal proceeding or action against us to recover any amount alleged to have been improperly paid out of your account.

Except as otherwise expressly provided elsewhere in this agreement, we are not liable to you for subsequent unauthorized transactions on your account by the same person if you fail to report an unauthorized transaction on your account within 30 days (or such lesser period as is specified in the state law applicable to your account) following the closing date of the statement containing information about the first unauthorized transaction.

For business deposit accounts, also see *Electronic Banking Disclosures* in the *Electronic Banking Services* section and *ACH Debits and Credits* in the *Funds Transfer Services* section.

Written Confirmation and Other Assistance

If you report to us that an unauthorized transaction has occurred on your account, we may require you to confirm your report in writing. We may also require that you give us a statement, under penalty of perjury, about the facts and circumstances relating to your report and provide such other information and proof as we may reasonably request.

If you assert a claim regarding a problem, you must cooperate with us in the investigation and prosecution of your claim and any attempt to recover funds. You also agree to assist us in identifying and in seeking criminal and civil penalties against the person responsible. You must file reports and complaints with appropriate law enforcement authorities.

If you fail or refuse to do these things, we will consider your failure or refusal to be your ratification of the defect in the statement or item, unauthorized transaction or other problem and your agreement that we can charge the full amount to your account.

Our Investigation and Maximum Liability

We may take a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss. We do not have to provisionally credit your account while we investigate.

Our maximum liability is the lesser of your actual damages proved or the amount of the missing deposit or the forgery, alteration or other unauthorized withdrawal, reduced in all cases by the amount of the loss that could have been avoided by your use of ordinary care.

We are not liable to you for special or consequential losses or damages of any kind, including loss of profits and opportunity or for attorneys' fees incurred by you.

Business Insurance

If your claim relates to a business account, you agree to pursue all rights you may have under any insurance coverage you maintain before making a claim against us in connection with any transaction involving your accounts. You will provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy.

Opening a New Account

If you or we suspect that your account is or may be compromised, we may recommend that you close your account and open a new account. If there are any unauthorized transactions on your account, we recommend that you close your account and open a new one. If we recommend that you close your account and you do not do so, we are not liable to you for subsequent losses or damages on the account due to unauthorized transactions. When you open a new account, you are responsible for notifying any third parties that need to know your new account number.

Foreign Items and Foreign Currency

What is a Foreign Item

A foreign item is a check or other item in any currency (including United States dollars) that is drawn on a bank or branch of a bank located outside of the United States. A foreign currency is any currency other than United States dollars. Some foreign items are payable in United States dollars. Some are payable in a foreign currency.

Be Cautious About Accepting Foreign Items

You should be cautious about accepting foreign items because foreign items are not subject to United States laws or regulations. A foreign item may be returned unpaid much later (sometimes many months later) than checks or other items that are drawn on banks located in the United States. If a foreign item is returned to us unpaid or there is some other problem with the foreign item, you are responsible for the item and you may incur a loss.

Currency Exchange Rates

Exchange rates fluctuate, at times significantly, and you acknowledge and accept all risks that may result from such fluctuations. If we assign an exchange rate to your foreign exchange transaction, that exchange rate will be determined by us in our sole discretion based upon such factors as we determine relevant, including without limitation, market conditions, exchange rates charged by other parties, our desired rate of return, market risk, credit risk and other market, economic and business factors, and is subject to change at any time without notice. You acknowledge that exchange rates for retail and commercial transactions, and for transactions effected after regular business hours and on weekends, are different from the exchange rates for large inter-bank transactions effected during the business day, as may be reported in *The Wall Street Journal* or elsewhere. Exchange rates offered by other dealers or shown at other sources by us or other dealers (including online sources) may be different from our exchange rates. The exchange rate you are offered may be different from, and likely inferior to, the rate paid by us to acquire the underlying currency.

We provide all-in pricing for exchange rates. The price provided may include profit, fees, costs, charges or other mark ups as determined by us in our sole discretion. The level of the fee or

markup may differ for each customer and may differ for the same customer depending on the method or venue used for transaction execution.

In connection with our market making and other activities, we may engage in hedging, including pre-hedging, to mitigate our risk, facilitate customer transactions and hedge any associated exposure. Such activities may include trading ahead of order execution. These transactions will be designed to be reasonable in relation to the risks associated with the potential transaction with you. These transactions may affect the price of the underlying currency, and consequently, your cost or proceeds. You acknowledge that we bear no liability for these potential price movements. When our pre-hedging and hedging activity is completed at prices that are superior to the agreed upon execution price or benchmark, we will keep the positive difference as a profit in connection with the transactions. You will have no interest in any profits.

We also may take proprietary positions in certain currencies. You should assume we have an economic incentive to be a counterparty to any transaction with you. Again, you have no interest in any profit associated with this activity and those profits are solely for our account.

You acknowledge that the parties to these exchange rate transactions engaged in arm's length negotiations. You are a customer and these transactions do not establish a principal/agent relationship or any other relationship that may create a heightened duty for us.

We do not accept any liability for our exchange rates. Any and all liability for our exchange rates is disclaimed, including without limitation direct, indirect, or consequential loss, and any liability if our exchange rates are different from rates offered or reported by third parties, or offered by us at a different time, at a different location, for a different transaction amount, or involving a different payment media (including but not limited to bank-notes, checks, wire transfers, etc.).

Wires Sent to a Foreign Currency Account

For consumers, when you send a wire denominated in U.S. dollars to an account denominated in a foreign currency, an intermediary bank or the receiving bank may convert your wire into the applicable foreign currency and we may receive compensation in connection with any such conversion. When this occurs, the intermediary bank or the receiving bank determines in their discretion the currency exchange rate. We are not responsible for the exchange rate set by an intermediary bank or the receiving bank.

For small business customers, if you transfer funds in U.S. dollars to a non-U.S. dollar account, your payment may be converted into the local currency by any originating, intermediary or receiving bank, payment system or payment service provider, including Bank of America or an affiliate, as applicable. We and/or an affiliate include a mark-up or fee on such currency conversion and may profit in connection with any such currency conversion.

You May Not Write Foreign Currency Checks

You may not write checks or give other withdrawal orders on your account, which order payment in a foreign currency. If we receive such a check or order, we may refuse to accept or process it without any liability to you.

Processing and Collecting Foreign Items

We may refuse to accept a foreign item for deposit or collection. If we accept a foreign item for deposit or collection, you assume all the risks relating to or arising from: the collection process, a late return and changes in currency exchange rates.

If we accept a foreign item for deposit or collection, we may decide not to credit the value of the foreign item to your account until we receive the proceeds in cleared funds from the paying bank. However, if we do credit your account, the credit is provisional and we may reverse the credit at any time.

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If we accept an item for deposit which we later determine to be a foreign item, we may decide that the item needs to be sent for collection. If so, we may reverse any credit given for the item and mail the foreign item to you at the address we have for your account statement. You may ask us to send the item for collection.

When we send a foreign item for collection, you understand that the foreign item is sent solely for you and at your risk and that we are not liable for any event in the collection process which is beyond our control. As examples, we are not liable for a default by any bank or agent involved in the collection process or for the loss of the foreign item in transit. We may send the foreign item through a correspondent bank or directly to the paying bank. We may deduct our fees and the fees and charges assessed by the paying bank and any agents involved in the collection process from any amount collected or from your account.

If you request, we will try to determine the status of a collection. You agree to pay all fees and charges related to such a request. We may refuse your request if less than 30 business days have passed since we first processed the collection.

If a foreign item is returned to us unpaid for any reason at any time or is initially paid but then subsequently returned unpaid, we may charge your account for the foreign item and mail the foreign item to you at the address we have for your account statement. Even though the item is returned unpaid, we may charge you for our collection fees and for fees and charges assessed by the paying bank and any agents involved in the collection process.

When we credit your account for a foreign item, we use our applicable currency exchange rate on the day we credit the item to determine the amount of the credit. When we reverse a credit for a foreign item, we use our applicable currency exchange rate on the day we reverse the credit to determine the amount of the debit. Currency exchange rates are highly volatile and our rate on the day of the credit is likely to be different (sometimes very different) than our rate on the day of the debit. You understand and agree that this may result in a currency exchange loss to you.

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Other Terms and Services

Account Changes

You must notify us of any change to your name or address. If you do not provide notice of change of address, we may send notices, statements and other correspondence to you at the address maintained on our records for your account and you agree to indemnify us and hold us harmless for doing so.

You agree to notify us in writing of any change in ownership or authorized signers of your account or if an owner or authorized signer on the account dies or is adjudicated incompetent.

If there is more than one owner and/or authorized signer on the account, any one account holder or authorized signer may request the account be closed without consent of any other account holder or authorized signer. Further, any one account holder may request, and we may, at our option, permit removal of any account holder or authorized signer without consent of any other account holder or authorized signer on the account.

You acknowledge that we may, but need not, require a new signature card to be completed before any change in ownership or authorized signers becomes effective and each time you open a new account, we may require a Taxpayer Identification Number certification(s). You also acknowledge that we may require you to close your account in the event of any change in ownership or change in the authorized signers.

After we receive notice of a change and all documents we require regarding the change, we may take a reasonable period of time to act on and implement the change to your account.

Automatic Transfer Service

You may have funds transferred automatically from most Bank of America checking or savings accounts to another Bank of America checking or savings account or to pay a Bank of America loan or credit card account or safe deposit rental fee.

This Agreement limits the number of automated transfers you may make from savings accounts each month. Please see "Limits on Withdrawals and Transfers from Savings Accounts". Certain other restrictions apply.

You must schedule transfers to pay a Bank of America loan for the due date each month. In most other cases, you may schedule transfers periodically on the dates and for the amounts that you specify. Transfers can only be made on a business day. If a scheduled transfer date falls on a weekend or bank holiday, we may make the transfer on the next business day. If we are unable to complete a transfer because you do not have enough available funds in your account, we may cancel this service.

Check and Deposit Slip Forms

You are responsible for verifying the accuracy of all information on your checks and other forms, whether obtained through others or us. Our liability, if any, for any printing errors on checks or other forms obtained through us is limited to the cost of replacing the forms. We are not liable for any claims, costs, losses or damages you may incur when you use checks or other forms not obtained through us. Check deposits with a retired or incorrect routing number will be returned unpaid.

We may refuse to accept checks or other forms that you create or someone else provides that do not meet our then current specifications, even if they met our specifications at the time they were initially drawn. You may obtain a copy of our printing specifications by calling the telephone number on your statement or asking your account representative. These specifications include the magnetically encoded numbers, the size of the check and the weight, color and type of paper.

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If you create or obtain checks or other forms from someone else and our automated check processing systems are unable to read or process them, we may refuse to accept them and we may charge you a fee for each check or other item that we are unable to read or process through our automated systems.

Check Copies

We generally keep a copy of each check we post to your account for seven years from the date the check posts to your account. We have no obligation to retain the original check. We typically keep the copies on microfilm or as a digital image. If a copy is unavailable or of poor quality, we are not liable to you for any claim, cost, loss or damage of any kind. After seven years, we may destroy the copies.

Requesting Copies You may request a copy of a canceled check by calling us at the number for customer service on your statement. To produce a copy, we need the account number, check number, exact amount of the check, and date the check was paid. This information is on your statement. Generally, we mail or make a copy available within seven business days. If we need more time, we will tell you. A fee may apply to each check copy. Please see the *Schedule of Fees* for your account.

If a check that you wrote was converted to an electronic debit, then the check was not sent to us for processing so we do not have a copy. We list these electronic debits on your account statement.

Compliance

You agree to comply with applicable laws and regulations. You may not use your account or related services for any illegal transactions or activity, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et. seq. You agree to indemnify us from every action, proceeding, claim, loss, cost and expense (including attorney's fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by, or arising out of, your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.

Please note that your agreement to comply with applicable laws and regulations includes United States economic sanctions laws and regulations, including regulations issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, and Executive Orders issued by the President of the United States.

Conflicting Demands and Disputes

We are not required to make payment from an account to a signer, a payee, a beneficiary of a trust account or Payable on Death (POD) account, or to any other person claiming an interest in any funds in the account:

- if we have actual knowledge of, or otherwise believe in good faith that there may be a bona fide dispute between the signers, beneficiaries, payees, or other persons concerning their rights to the account proceeds or
- if we are otherwise uncertain as to who is entitled to the account funds. We may notify all signers, beneficiaries, payees, and other persons claiming an interest in the account of the dispute or uncertainty without liability to you.

We also may, at our option and without liability to you, take one or more of these actions:

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- continue to rely on current signature cards and other account documents;
- honor the competing claim upon receipt of evidence we deem satisfactory to justify such claim;
- freeze all or part of the funds until the dispute is resolved to our satisfaction;
- close the account and distribute the account balance, subject to any bank claims, to each claimant payable jointly, or payable individually in equal shares to each claimant;
- pay the funds into an appropriate court for resolution; or
- refuse to disburse any funds in the account to any person until such time as: all persons claiming an interest in the account consent in writing to a resolution of the dispute; or a court of proper jurisdiction authorizes or directs the payment; or the person with a conflicting claim withdraws his or her claim in writing.

You are liable for all expenses and fees we incur, including attorneys' fees, and we may charge them to your account.

Converting an Account

We may convert your account to another type of account, revoke privileges or close your account:

- if you make frequent transactions on a savings account;
- if your account frequently has debits against uncollected funds;
- if your account has excessive deposit activity;
- if you use a personal account for business purposes; or
- when we consider it appropriate or necessary to do so.

If we discontinue your type of account, we may convert your account to another type of account. We may also convert your account to another type of account based on our evaluation of how you use the account. If we convert your account, we will send you information about your new account.

Cutoff Time for Receipt of Orders

Our cutoff time for receipt at a financial center of an order relating to your account is 10:00 a.m. local time or, if later, one hour after the financial center opens each business day. Orders include a stop payment order or postdating order, restraining order, writ of attachment or execution, levy, garnishment and any similar order.

The cutoff time relates to our obligation to pay or return checks and other items. If we receive an order before this cutoff time, we may review items presented for payment against your account on the previous business day to determine whether we need to return any of them to comply with the order. If we receive the order after the cutoff time, we may not review items presented on the previous business day.

For example, if you give us a stop payment order after our cutoff time and the item you want to stop was previously presented for payment or otherwise before we have the opportunity to act on your order, your order comes too late to stop payment on the item. Or, if we receive a levy before the cutoff time and you do not have enough funds in your account to cover both the levy and all items presented against your account the previous business day, we may return one or more items and apply the funds to the levy.

Death or Incompetence

You agree to notify us promptly if any owner or authorized signer on your account dies or is declared incompetent by a court. Until we receive a notice of death or incompetency, we may act

with respect to any account or service as if all owners, signers or other persons are alive and competent and we will not be liable for any actions or inactions taken on that basis.

If you give us instructions regarding your account, and you or another owner of the account subsequently dies or is declared incompetent, we may act on the instructions unless we receive written notice of death or incompetency prior to honoring such instructions.

When we receive a notice that an owner has died or been declared incompetent, we may place a hold on your account and refuse to accept deposits or permit withdrawals. We may hold any funds in your account until we know the identity of the successor.

If a deposit — including salary, pension, Social Security and Supplemental Security Income (SSI) — payable to the deceased owner is credited to the account after the date the deceased owner died, we may debit the account for the deposit and return it to the payer.

We may accept and comply with court orders, and take direction from court appointed personal representatives, guardians, or conservators from states other than where your account was opened or where the account, property or records are held. We reserve the right to require U.S. court documents for customers who reside outside of the U.S. at time of incompetence or death.

Facsimile Signature

A facsimile signature can be a convenient method for signing or endorsing documents and other items. If you use a facsimile signature, you are responsible for any withdrawal from your account that bears or appears to us to bear a facsimile signature that resembles or purports to be the signature of a person authorized to withdraw funds. We will not be liable to you if use of the facsimile device (or similar device utilized to affix your signature) was unauthorized. You are responsible even if the size, or color of the facsimile signature is different from that of any signature previously presented to us. We may pay the withdrawal and may charge your account for it. You agree to reimburse us (and we may charge your account) for all claims, costs, losses and damages, including attorneys' fees, that result from our payment of a withdrawal bearing either a facsimile that resembles or purports to bear your signature or a facsimile that we believe you authorized.

Deposit Bank Assessment

For some business accounts, Bank of America may, at our discretion, charge you a Deposit Bank Assessment on your average positive ledger balances. The assessment rate is variable and we may change it at any time without notice.

Fingerprint

If a person to whom you gave your check asks us to cash the check, we may require them to place their fingerprint on the check. If they refuse to provide their fingerprint, we may refuse to cash the check. We have no liability to you for refusing to cash the check.

"Freezing" Your Account and Delayed Transactions

If we decide to close your account, we may freeze it. If we do this, we may in our discretion either accept or return deposits, checks and other items that we receive after we freeze your account without being liable to you.

If at any time we believe that your account may be subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our discretion, freeze some or all of the funds in the account and in other accounts you maintain with us, and/or delay transactions, without any liability to you, until such time as we are able to complete our investigation of the account and transactions. If we do freeze your account funds or delay transactions, we will provide notice to you as soon as reasonably possible. Notice may be made by mail or verbally or provided by other means such as

via Online Banking or text alerts as permitted by law or by updated balance information. We may not provide this notice to you prior to freezing the account or delaying transactions if we believe that such notice could result in a security risk to us or to the owner of the funds in the account. The Bank will not be liable for any costs or fees incurred by the delay.

Indemnification and Limitation of Liability

You agree to reimburse us for all claims, costs, losses and damages (including fees paid for collection) we may incur with respect to overdrafts or returned deposits in connection with your account.

We are not liable to you for errors that do not result in a financial loss to you. We may take any action authorized or permitted by this Agreement without being liable to you, even if such action causes you to incur fees, expenses or damages.

We are not liable to you for any claim, cost, loss or damage caused by an event that is beyond our reasonable control. In particular, we are not liable to you if circumstances beyond our reasonable control prevent us from, or delay us in, performing our obligations for a service, including acting on a payment order, crediting a funds transfer to your account, processing a transaction or crediting your account. Circumstances beyond our reasonable control include: a natural disaster; emergency conditions, such as fire, theft or labor dispute; a legal constraint or governmental action or inaction; the breakdown or failure of our equipment for any reason, including a loss of electric power; the breakdown of any private or common carrier communication or transmission facilities, any time-sharing supplier or any mail or courier service; the potential violation of any guideline, rule or regulation of any government authority; suspension of payments by another bank; or your act, omission, negligence or fault.

Except as limited by applicable law, we are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind.

Our liability for a claim will be limited to the face value of an item or transaction improperly dishonored or paid or the actual value of any deposits not properly credited or withdrawals not properly debited.

You agree that the amount of any claim you have against us in connection with any account or transaction with us, whether brought as a warranty, negligence, wrongful dishonor or other action, is subject to reduction to the extent that: 1) negligence or failure to use reasonable care on your part, or on the part of any of your agents or employees, contributed to the loss which is the basis of your claim; and 2) damages could not be avoided by our use of ordinary care.

Any loss recovery you obtain from third parties on a particular claim will reduce the amount of any obligations we may have to you on that claim and you will immediately notify us of any such recovery. You agree to pursue all rights you may have under any insurance policy you maintain in connection with any loss and to provide us information regarding coverage. Our liability will be reduced by the amount of any insurance proceeds you receive or are entitled to receive in connection with the loss. If we reimburse you for a loss covered by insurance, you agree to assign us your rights under the insurance to the extent of your reimbursement.

Legal Process – Subpoena and Levy

"Legal process" includes a writ of attachment, execution, garnishment, tax withholding order, levy, restraining order, subpoena, warrant, injunction, government agency request for information, search warrant, forfeiture or other similar order.

We may accept and comply with legal process: served in person, by mail, by facsimile transmission, or by other means; or served at locations other than the location where the account, property or records are held. You direct us not to contest the legal process. We may, but are not

required to, send a notice to you of the legal process. We do not send a notice if we believe the law prohibits us from doing so.

We may hold and turn over funds or other property to the court or creditor as directed by the legal process, subject to our right of setoff and any security interest we have in the funds or other property. We do not pay interest on the funds during the period we hold them pursuant to legal process. If we hold or turn over funds, we may without any liability to you return checks and other items unpaid and refuse to permit withdrawals from your account. If the legal process applies to a time deposit account, we may charge the applicable early withdrawal penalty for funds taken from the time deposit.

We may charge your account a fee for each legal process. You agree to pay us for fees and expenses (including administrative expenses) that we incur in responding to any legal process related to your account, such as expenses for research and copying of documents. The fees and expenses may include attorneys' fees. We may deduct these fees and expenses from any of your accounts without prior notice to you.

If the legal process directs us to release information about one or more, but not all, accounts that are reported on a combined statement, we may release the entire combined statement, even though other accounts reported on the combined statement are not covered by the legal process. If the legal process requests information about one or more, but not all, account owners or signers, we may release information about all co-owners or signers on the account, even though some of the other co-owners or signers are not covered by the legal process.

We may produce documents held at, or provide access to property that is located in, any of our facilities or any facility operated by a third party on our behalf, even if the facility is not designated as the place to be searched in the legal process.

We have no liability to you if we accept and comply with legal process as provided in this section or by law.

Multiple Signatures Not Required

We may act on the oral or written instructions of any one signer on the account. Each signer may make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services (e.g., electronic fund transfer services or wire transfers), and otherwise give us instructions regarding your account. We may require written authorization for some actions.

We do not assume a duty to enforce multiple signature requirements that you may agree upon among yourselves. If you indicate on your checks or signature card or other account documents that more than one signature is required for withdrawal, this indication is for your own internal procedures and is not binding on us.

We may disregard any instructions to permit withdrawals only upon more than one signature with respect to checks, electronic fund transfers or other debit/withdrawal requests. We may pay out funds from your account if the check, item, or other withdrawal or transfer instruction is signed or approved by any one of the persons authorized to sign on the account. We are not liable to you if we do this.

Notice of Withdrawal

Federal regulations require us to retain the right to require all savings and all NOW account depositors to give seven days' written notice before making a withdrawal. It is unlikely, however, that we would require this notice.

Powers of Attorney/Appointment and Payment to Agents

You may decide to appoint someone to act for you as your agent or attorney-in-fact ("agent") under a power of attorney. Please note that the form must be satisfactory to us in our discretion and

unless prohibited by law, we may refuse, with or without cause, to honor powers of attorney that you grant to others.

For our customers' convenience we have a banking power of attorney form, which is available at many of our financial centers. If your state has a statutory form power of attorney, we also generally accept that form. We may, however, accept any form that we believe was executed by you and act on instructions we receive under that form without any liability to you. You agree to reimburse us for all claims, costs, losses and damages that we incur in accepting and acting on any power of attorney form that we believe you executed.

We may pay any funds deposited in your account to your agent or upon the order of your agent. When we accept a power of attorney, we may continue to recognize the authority of your agent to act on your behalf without question until we receive written notice of revocation from you or notice of your death or incapacity and have had a reasonable time to act upon it. We will not be liable for action in accordance with the most current documentation if we have not received such notice.

We may require a separate form for each agent and for each account for which you want to grant power of attorney. We may require your agent to present the original form and refuse to act on a copy. In some cases, we may require that your agent confirm in an affidavit that the power has not been revoked or terminated or that you register the power with the appropriate recording authorities. We may restrict the types or sizes of transactions we permit your agent to conduct.

The authority of your agent to receive payments, transact on or otherwise make changes to your account generally terminates with your death or incapacity, unless the document creating such agency provides, in accordance with applicable law, that the agent's powers continue in spite of your incapacity.

Records

We may in our discretion retain records in any form including, without limit, paper, film, fiche, digitalized or other electronic medium. If we are not able to produce the original or a copy of your signature card or any other document relating to your account or service, our records (including our electronic records) will be deemed conclusive. If there is a discrepancy between your records and our records, our records will be deemed conclusive.

Right of Setoff

We may take or setoff funds in any or all of your accounts with us and with our affiliates for direct, indirect and acquired obligations that you owe us, regardless of the source of funds in an account. This provision does not apply to IRA or tax-qualified retirement accounts, to consumer credit card obligations or where otherwise prohibited by law. Your accounts include both accounts you own individually and accounts you own jointly with others. Our setoff rights are in addition to other rights we have under this Agreement to take or charge funds in your account for obligations you owe us.

If the law imposes conditions or limits on our ability to take or setoff funds in your accounts, to the extent that you may do so by contract, you waive those conditions and limits and you authorize us to apply funds in any or all of your accounts with us and with our affiliates to obligations you owe us.

We may use funds held in your joint accounts to repay obligations on which any account owner is liable, whether jointly with another or individually. We may use funds held in your individual accounts to repay your obligations to us, whether owed by you individually or jointly with another, including: obligations owed by you arising out of another joint account of which you are a joint owner, even if the obligations are not directly incurred by you; obligations on which you are secondarily liable; and any amounts for which we become liable to any governmental agency or department or any company as a result of recurring payments credited to any of your accounts

after the death, legal incapacity or other termination of entitlement of the intended recipient of such funds. If you are a sole proprietor, we may charge any of your personal or business accounts.

If we take or setoff funds from a time deposit account, we may charge an early withdrawal penalty on the funds withdrawn.

We may take or setoff funds from your account before we pay checks or other items drawn on the account. We are not liable to you for dishonoring items where our action results in insufficient funds in your account to pay your checks and other items.

Some government payments may be protected from attachment, levy or other legal process under federal or state law. If such protections may apply, to the extent that you may do so by contract, you waive these protections and agree that we may take or setoff funds, including federal and state benefit payments, from your accounts to pay overdrafts, fees and other obligations you owe us.

This section does not limit or reduce our rights under applicable law to charge or setoff funds in your accounts with us for direct, indirect and acquired obligations you owe us.

Sample of Your Signature

To determine the authenticity of your signature, we may refer to the signature card or to a check or other document upon which your signature appears. We may use an automated process to reproduce and retain your signature from a check upon which your signature appears.

If you create your own checks, or obtain them from someone else, and we cannot accurately verify your signature on a check by comparing it with a check that posted to your account, you are responsible for any losses that may result from our inability to use that check to verify your signature.

Stop Payment Orders

Acceptance of Stop Payment Orders If we have not already paid a check or other item that is drawn on your account, then at your request and risk, we may accept a stop payment order on it. If you request a stop payment on a check or other item in a financial center, we may require identification such as a Government-issued photo ID (Primary) and a secondary form of identification. You may not stop payment on a point of sale transaction or an ATM withdrawal or transfer.

If we receive a postdated check that is subject to a stop payment order, we may return the check "payment stopped," "refer to maker," or with a similar designation.

Placing A Stop Payment Order We may accept a written or oral stop payment order from any person who has a right to withdraw funds from the account. We may require you to complete a form authorizing the order. You must give us sufficient notice and information so that we have a reasonable opportunity both to verify that the item is unpaid and to act on your request. We may charge you a fee for each stop payment order and each renewal of the order.

We use a computer system to identify items. Therefore, to place a stop payment order on a check or draft, we need specific information to process the request, such as the account number, the routing number, the name of the party to whom the item was made payable, the item number and the exact amount of the item — in dollars and cents. If you give us the wrong amount (even one penny off) or the wrong item number, we may pay the item. We may also require the date of the item, the name of the person who signed or authorized the item, and the name of the party to whom the item was made payable. We may use only a portion of the required information to identify an item. Please see the *Additional Information about Stop Payments for Preauthorized (Recurring) Electronic Funds Transfers* section for information about how to stop those types of payments.

In some cases, we may pay an item even if an order is in effect. For example, if one of our financial centers, without notice of your request, pays a check that you have asked us to stop, we may still pay the check.

A stop payment order generally expires after twelve months. However, we may, in our sole discretion, elect to honor a stop payment order for a longer period of time without notice to you. If you want the order to continue after twelve months, you must ask us to renew the order. Each request for a renewal is treated as a new order. If you want the order to expire in less than twelve months, you must ask us to cancel the order on or after the date you want it to expire. We may accept a written or oral instruction to cancel the order. Your request to cancel the order is not effective until we have a reasonable opportunity to act on it. We cancel the order automatically when the account on which the item is drawn is closed. If the item is presented to us for payment after the stop payment order expires, we may pay the item.

If we pay an item subject to a valid and timely stop payment order, we may be liable to you if you had a legal right to stop payment and you establish that you suffered a loss because of the payment. Our liability, if any, is limited to the actual loss suffered, up to the amount of the item. You must prove the loss to our satisfaction. We are not liable to you for any special, incidental or consequential loss or damage of any kind.

Additional Information about Stop Payments for Preauthorized (Recurring) Electronic Funds

Transfers If you have told us in advance to make regular payments out of your account (such as recurring debit transactions) or if you have authorized someone else to debit your account through the ACH system, you can stop these payments.

Here's how: Call us at 800.432.1000 or write us at Bank of America Customer Service, PO Box 25118, Tampa, FL 33622.

You must notify us in time to receive your request at least three business days before the payment order is scheduled to be made. If you call us to stop the payment, we may require you to confirm the request in writing. If you do not notify us in writing, we may remove the stop payment after 14 days. We may charge you a fee for each stop payment order you give.

Stop payment orders for preauthorized (recurring) payments do not expire without action on your part, including recurring debit card and ACH transactions.

To place a stop payment order on an ACH debit, we may require you to provide your name and telephone number, the type of account (checking or savings), and the exact company name used by the sender of the ACH debit, and some of the other information listed under *Placing a Stop Payment Order*. You can obtain the company name used by your sender from your statement by looking at a prior ACH debit from this sender that posted to your account.

If you do not know the amount of the ACH debit, we may still be able to place the stop payment order based on the company name of the sender, but this may stop all ACH items from this sender. If you give us the wrong company name or if the sender changes the company name, we may pay the item.

To place a stop payment on other preauthorized (recurring) transactions, you must give us the identifying information we request. You may be able to give us a specific expiration date for certain stop payment orders if you choose to do so.

You must notify the payee that you have withdrawn your authorization for any preauthorized (recurring) transaction.

Notice of Varying Amounts

If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead

to receive this type of notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability for Failure to Stop Payment

If you order us to stop a preauthorized payment three business days or more before the transfer is scheduled, and you have given us all of the information we requested, and we do not stop the payment, we will be liable for your losses or damages directly caused by our failure to stop the payment.

Subaccounts

For regulatory accounting purposes, we may classify checking accounts as two subaccounts: a checking subaccount and a savings subaccount. For interest-bearing checking accounts, we calculate and pay interest at the same rate and in the same way on both subaccounts. For non-interest-bearing checking accounts, we do not pay interest on either subaccount. We may transfer funds between these subaccounts. We record the subaccounts and any transfers between them on our internal accounting records only. Otherwise, the subaccounts are subject to the same terms as the checking and savings accounts described in this Agreement.

Unclaimed Property – Accounts Presumed Abandoned or Inactive

State and federal law and our policy govern when accounts are considered abandoned. The applicable state law is generally the state listed in the address for your account statement.

Your account is usually considered abandoned if you have not performed at least one of the following activities for the period of time specified in the applicable state's unclaimed property law: made a deposit or withdrawal, written to us about the account, or otherwise shown an interest in the account, such as asking us to keep the account active. You usually need to perform the activity. Therefore, bank charges and interest payments, and automatic deposits and withdrawals, are usually not considered activity.

We are required by the unclaimed property laws to turn over accounts considered abandoned to the applicable state. Before we turn over an abandoned account, we may send a notice to the address we currently show for the account statement. We may not send this notice if mail we previously sent to this address was returned. Unless prohibited by the applicable state law, we may charge to the account our costs and expenses of any notice, advertisement, payment and delivery of the account to the applicable state agency.

After we turn the funds over to the state, we have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim your funds.

If we consider your account inactive, then (unless prohibited by federal law or the law of the state where we maintain your account) we may:

- charge dormant account fees on the account in addition to regular monthly maintenance and other fees,
- stop sending statements,
- if the account received interest, stop paying interest on the account; and
- refuse to pay items drawn on or payable out of the account.

If you re-establish contact with us, we do not have to reimburse you for these fees and we are not liable to you for any interest that would otherwise have accrued on your account.

Verification of Transactions and Right to Reverse Transactions

Transactions, including those for which we provide a receipt, may be subject to subsequent verification and correction, though we reserve the right not to do so in every case. We do not verify a deposit at the teller window so the receipt that you receive at the time of your deposit is not

evidence that your deposit has been verified. We may reverse or otherwise adjust any transaction (both credit and debit) that we believe we erroneously made to your account at any time without prior notice to you, if we opt to do so.

Waiver, Severability, and Change of Law by Agreement

Waiver We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. No delay in enforcing our rights will affect your obligation to pay us fees and other amounts you owe us under this Agreement. If we waive a provision of this Agreement, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or other provisions regardless of how similar they may be.

Severability A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

Change of Law by Agreement If any part of this Agreement is inconsistent with any applicable law, then to the extent the law can be amended or waived by contract, you and we agree that this Agreement governs and that the law is amended or waived by this Agreement.

Electronic Banking Services

We offer a variety of electronic banking services for use with your deposit accounts. We describe some in this section and also provide certain disclosures that apply to use of an electronic banking service with personal deposit accounts. We provide separate agreements to you that govern the terms of some services, including separate agreements for ATM and debit cards and Online and Mobile Banking services. Please review the following provisions and the separate agreement for the service.

Types of Electronic Banking Services

ATM and Debit Cards

We may issue you an ATM or debit card (either is called a "card") and a personal identification number (PIN) when you open your account. The terms that govern this service are in a separate agreement that you receive with your card. Please review that agreement carefully.

There are daily dollar limits for withdrawals and purchases. We provide your card limits to you as part of the separate agreement for card services. We may occasionally decide not to issue a card or code to a customer. We may suspend or terminate a card or code at any time without cause or notice.

The following information is a summary of how you can use your card. Some of these uses may not be available with every card or at every ATM or other terminal.

At ATMs You can use your card with linked accounts at participating ATMs to withdraw cash, transfer funds, and find out balances. At most ATMs that are prominently branded with the Bank of America name and logo, you can also use your card and PIN with linked accounts to make deposits and make payments to qualifying Bank of America credit cards and loans.

At participating merchants You can use your card with linked accounts at participating merchants to purchase goods and services. Some merchants may also permit you to withdraw cash from your checking account while making a purchase.

At participating financial institutions You can use your card with linked accounts at participating financial institutions to obtain a cash withdrawal from a teller.

Payments, Credits, and Transfers You can send or receive electronic transfers from or to your accounts. We may do this by ACH (as a member of a national or local automated clearinghouse association) or other similar networks. Electronic transfers may take various forms, such as:

- Automatic electronic deposits to your account, such as payroll or benefits payments;
- Automatic one-time or repeating charges to your account for bill payments, sent by a merchant or other payee with your authorization. The merchant or payee may ask you for bank number and account information from your check or a canceled check to create these orders. The merchant or payee may resubmit returned items multiple times, even for one-time charges. Each submission or resubmission for payment constitutes a separate item. For example, if you authorize your cable company to debit your account on a one-time or recurring basis and a debit is returned for insufficient funds, the cable company may attempt to resubmit the debit item for payment and each resubmission constitutes a separate item. We have no control over whether or when a merchant or its financial institution resubmits a debit item. If you believe that a resubmitted electronic transfer was mislabeled and you were improperly charged a fee, you must notify the Bank within the timeframes established by the Deposit Agreement and the EFTA. See sections titled *Reporting Problems* and *Funds Transfer Services*; and

- A "check conversion" transfer, where a merchant or other payee uses a check that you have written to create an electronic transfer from your account. The merchant may either keep the check you wrote or return it to you.

Online and Mobile Banking Online and Mobile Banking services are governed by a separate agreement. You receive the agreement for the service at the time you enroll. You can use these services with linked accounts to view your account information, make deposits, transfer funds between your accounts and to the accounts of others, pay qualifying loans or credit cards, and make payments from your account to third parties. You can enroll for these services on our website bankofamerica.com.

Telephone Banking You may use our automated customer service system with an Access ID or speak to a telephone banker to get your account information, transfer funds between your accounts with us, and pay qualifying loans or credit cards.

Access ID

An Access ID is a numeric code which, when used with a separate PIN number or passcode (plus, in some circumstances, another piece of identifying information called a "verbal verification code"), enables consumer and small business customers to do the following through our automated telephone system or in person at a financial center:

- obtain information about deposit and credit accounts that are linked to the Access ID
- transfer funds and make payments between linked accounts, and
- obtain other services such as stop payments, check reorders, and copies of checks and statements

You may request an Access ID and related security codes by calling customer service or at any financial center. Please note that Access IDs may not be available to customers in all states. In some states, individual account numbers, combined with additional security codes, may be required to obtain account information and transact other business.

Two activity levels are available for most accounts linked to your Access ID:

- (1) Inquiry: Allows you to obtain account balances and transaction information.
- (2) Financial: Allows you to obtain account information, transfer funds among accounts linked to the Access ID, and obtain certain other banking services.

When you first choose your Access ID, and when you subsequently open any new accounts, we will link all your Bank of America accounts that are eligible, and assign the financial activity level to all accounts for which that activity level is available, unless you tell us otherwise. We may establish certain limits on the accounts that can be linked to your Access ID and that can have the financial activity level.

If you permit another person to use your Access ID or account number(s) and related code(s), you are responsible for all transactions conducted by that person (even if he or she exceeds your authorization), until you notify us that the person is no longer authorized so that we may block the codes and issue new ones.

You must review your periodic statements and promptly report to us any unauthorized funds transfers initiated through the use of your security codes or otherwise. You must also promptly notify us of any suspected loss or theft of your security codes. Failure to take these actions may affect the extent of your liability for any unauthorized transfers under federal banking regulations or other applicable laws.

Small Business Access IDs If you are a small business customer, to uniquely identify each person who initiates a request for banking services, you should establish a separate Access ID and related security codes for each person who you determine needs access to your accounts.

Your authorization (whether express or implied) for any individual to establish an Access ID shall constitute your authorization for the bank to provide account information to such individual and (unless inquiry only access is selected) to transfer funds and conduct other banking transactions upon that person's request. Such authorization supersedes any resolution, signature card or other document filed with the bank that purports to limit authority over any of your accounts, whether currently on file or submitted or modified in the future, unless the Access ID authorization is expressly modified or revoked.

Electronic Banking Disclosures

Personal deposit accounts Our *Personal Schedule of Fees* describes our personal deposit accounts. This *Electronic Banking Disclosures* section explains provisions that apply to electronic fund transfers to or from personal deposit accounts (sometimes referred to as "consumer deposit accounts"). These Transfers are governed by Regulation E, which implements the federal Electronic Fund Transfer Act. A personal deposit account is an account that is owned by a natural person and that is established primarily for personal, family, or household purposes.

Business deposit accounts Our *Business Schedule of Fees* describes our business deposit accounts. Business deposit accounts are accounts that are established primarily for business purposes. When you open one of our business deposit accounts, you represent and agree that you are establishing it primarily for business purposes. Provisions below that explain a consumer's liability for unauthorized transfers do not apply to business deposit accounts, although as a matter of practice we generally follow the error resolution procedures described in this *Electronic Banking Disclosures* section for business-purpose accounts. Please note that we are not required to follow these procedures for business accounts and that we may change our practice at any time without notice.

Consumer's Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your card or your personal identification number (PIN) or other code has been lost or stolen. Also, tell us AT ONCE if you believe that an electronic fund transfer has been made without your permission using information from your check. The best way to keep your possible losses down is to call us immediately.

Your losses could include all of the money in your account plus any transfers from another account or any advances on a credit line if you are enrolled in Balance Connect™ for overdraft protection.

If you tell us within two business days after you learn of the loss or theft of your card or code, you can lose no more than \$50 if someone uses your card without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card or code, and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Note: These liability rules are established by Regulation E, which does not apply to business deposit accounts. For personal deposit accounts, our liability policy regarding unauthorized debit card or ATM card transactions, and unauthorized Online Banking transactions may give you more protection, provided you report the transactions promptly. Please see the agreement you receive with your ATM or debit card and the Online Banking agreement.

You should never write your PIN on your card or carry the PIN with you. This reduces the possibility of someone using your card without your permission if it is lost or stolen.

If you give, or make reasonably available, your card, PIN or other access device or code to anyone, you may be liable for any use made of such until you advise us that such person is not authorized to use them.

Also, the state law applicable to your account may give you more time to report an unauthorized transaction or may give you more protection. For example, in Massachusetts, the two-day and 60-day time limits for reporting unauthorized transactions do not apply and the \$500 limit does not apply.

Contact in Event of Unauthorized Transfer; and Lost or Stolen Card, PIN or Other Code

If you believe your card, PIN or other code is lost or stolen, or learned by an unauthorized person, or that someone has transferred or may transfer money from your account without your permission, notify us immediately by calling the number listed below.

Telephone: 800.432.1000

You can also write to us at: Bank of America, PO Box 53137, #7405, Phoenix, AZ 85072-3137

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

If unauthorized activity occurs, you agree to cooperate during the investigation and to complete a Lost/Stolen Card and Fraud Claims Report or similar affidavit.

Business Days For purposes of these electronic banking disclosures, our business days are Monday through Friday. Weekends and bank holidays are not included.

Documentation of Transfers

Receipts You can usually get a receipt at the time you make any transfer to or from your account at an ATM or point of sale terminal. You may not get a receipt for small dollar transactions. Transactions may be verified by us though we reserve the right not to do so in every case, so the receipt is not final and our records will control if there is a conflict.

Preauthorized Credits If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 800.432.1000 to find out whether or not the deposit has been made.

Periodic Statements We send you a monthly account statement unless there are no electronic fund transfers in a particular month. In any case, we send you a statement at least quarterly unless we consider your account inactive.

Preauthorized Payments

Please see the *Additional Information about Stop Payments for Preauthorized (Recurring) Electronic Funds Transfer* section in the *Stop Payment Orders* section of the Agreement.

Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM, terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds are subject to legal process or other encumbrance restricting the transfer.

- If we consider your account to be inactive or dormant.
- If your card or code has been revoked due to inactivity or at our discretion.

There may be other exceptions stated in our agreement with you or permitted by law.

Confidentiality - Account Information Disclosure We will disclose information to third parties about your account or transfers you make as stated in the *Information about You and Your Account* section near the front of this Agreement.

Fees

ATM Fees When you use an ATM that is not prominently branded with the Bank of America name and logo, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. We may also charge you fees.

Other Fees For other fees that apply to electronic banking services, please review the *Schedule of Fees* for your account and each agreement or disclosure that we provide to you for the specific electronic banking service, including the separate agreement for Online and Mobile Banking services and the separate agreement for ATM and debit cards.

In Case of Errors or Questions about your Electronic Transfers You May Sign into Online Banking to Report the Error Promptly, or Call or write us at the telephone number or address below, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt.

Call us at 800.432.1000 during normal Claims Department business hours or write us at Bank of America, PO Box 53137, #7405, Phoenix, AZ 85072-3137.

We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the error or problem appeared. Please provide us with the following:

- Tell us your name and account number;
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to 90 days (instead of 45) to investigate your complaint or question. For new accounts we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Notice: As part of the security system to help protect your card and PIN, we may use hidden cameras and other security devices to determine who is using a card at an ATM. You consent to this.

Additional Information for Massachusetts customers: Any documentation provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of the transfer and shall constitute prima facie proof that the transfer was made. And the initiation by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer. **UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

ATM Safety Tips

The suggestions that follow offer some simple tips on protecting your card and PIN and on exercising care when using an ATM.

Protect Your ATM Card and Personal Identification Number (PIN)

- Always protect your card by keeping it in a safe place. If your card is lost or stolen, contact us immediately.
- Memorize your PIN. Do not write it on your card, keep it in your wallet, or give it to anyone.
- If you choose your own PIN, avoid using numbers for your PIN that are easily identified (birth dates, telephone numbers, addresses, etc.)
- Never give your PIN to anyone or information about your card over the telephone, email or the Internet, unless to a trusted merchant in a call or transaction you initiated. If someone asks for this information, refuse and immediately contact us.
- Carefully review your account statements and report any fraudulent transactions immediately.

Be Aware of Your Surroundings at ATMs

- Be aware of people and your surroundings before, during and after you use an ATM, particularly at night. If you think it is unsafe, press "cancel," leave immediately and visit another ATM.
- If you must use an ATM at night, take someone with you.
- When using an ATM with a door that requires card access, close the door completely upon entering and exiting and do not open the door to anyone you don't know.
- When you use a drive-up ATM, keep your engine running, doors locked and only the driver's window open during the transaction.
- The activity around Bank of America ATMs may be monitored or recorded by surveillance cameras.
- Do not use an ATM that appears to have been damaged or tampered with.

Protect Your Privacy

- Shield the key pad with your hand or body while entering your PIN at an ATM.
- Put your card, cash and receipt away immediately after completing your transaction. Do not display or count your cash at the ATM. Keep your receipt so you can compare it to your statement.

Request Emergency Assistance

If you need emergency assistance, call 911 from the nearest telephone. Report all crimes immediately to law enforcement and your local financial center. If you think you are being followed, go to a busy area and immediately contact law enforcement.

In all states except NY and NJ, direct concerns about the security of Bank of America ATMs to our Corporate Security Department by calling 800.222.7511.

New York

- Questions or complaints concerning security? Call our Security Department at 800.222.7511, or the New York Department of Financial Services at 888.697.2861.

New Jersey

- Questions or complaints concerning security? Call our Security Department at 800.222.7511, or the New Jersey Department of Banking at 609.292.7272.

Funds Transfer Services

The following provisions apply to funds transfers you send or receive through us, but do not apply to electronic fund transfers governed by Regulation E, Subpart A of the Consumer Financial Protection Bureau. We provide separate agreements to you that govern the terms of some funds transfer services, including separate agreements for Online and Mobile Banking, telephone transfers, and funds transfers in the financial centers. If you have a specific agreement with us for these services, these provisions supplement that agreement to the extent these provisions are not inconsistent with the specific agreement.

The Uniform Commercial Code includes provisions relating to funds transfers. These provisions define the following terms: funds transfer, payment order and beneficiary. These terms are used here as they are defined in Article 4A of the Uniform Commercial Code – Funds Transfers as adopted by the state whose law applies to the account for which the funds transfer service is provided. In general: A funds transfer is the process of carrying out payment orders that lead to paying a beneficiary. The payment order is the set of instructions given to us to transfer funds. The beneficiary is the person or business who receives the payment.

In addition, funds transfers sent outside of the United States that are initiated by consumers primarily for personal, family or household purposes are governed by federal law (Remittance Transfers) (see below). Effective as of the date set forth in the final rules implementing EFTA (defined below), federal law may provide rights with respect to Remittance Transfers that may vary in certain ways from the terms and conditions set forth herein. Your rights with respect to Remittance Transfers, including disclosure, error resolution and cancellation rights, will be explained to you contemporaneously with each Remittance Transfer transaction you initiate, either orally or in writing.

In general, your and our rights and obligations under this Agreement are governed by and interpreted according to federal law and the law of the state where your account is located. However, Remittance Transfers shall be governed by federal law and, as applicable, the law of the State of New York. Funds transfers to your account or funded from your account or otherwise funded by you may involve one or more funds transfer systems, including, without limitation, Fedwire or Clearing House Interbank Payments System (CHIPS). Accordingly, notwithstanding any choice of law that may be provided elsewhere in this agreement, such transfers will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, Fedwire, the National Automated Clearing House Association, any regional association (each an "ACH"), and CHIPS. Funds transfers through Fedwire will be governed by, and subject to, Regulation J, Subpart B, and Uniform Commercial Code Article 4A incorporated by reference thereunder. Funds transfers through CHIPS are governed by, and subject to, CHIPS Rules and Administrative Procedures and by the laws of the State of New York, including Article 4-A of the New York Uniform Commercial Code, regardless of whether the payment message is part of a transfer that is a Remittance Transfer, except that in the case of an inconsistency between New York law and EFTA, EFTA shall govern.

We may charge fees for sending or receiving a funds transfer. We may deduct our fees from your account or from the amount of the transfer. Other financial institutions involved in the funds transfer may also charge fees. For current fees, call us at the number for customer service on your statement or ask a financial center associate.

Remittance Transfers

The Bank may execute certain payment orders for you known as Remittance Transfers. A Remittance Transfer is a wire transfer initiated by a consumer primarily for personal, family or household purposes to a designated recipient in a foreign country. Effective as of the date set forth in the final rules implementing EFTA (defined below), federal law may provide certain rights and obligations related to Remittance Transfers that may differ from rights and obligations that apply to other types of payment orders, including disclosure, cancellation and error resolution rights. To the extent the provisions of this Agreement are inconsistent with the oral or written disclosures provided to you for a Remittance Transfer governed by section 919 of the Electronic Fund Transfer Act (EFTA), 15 U.S.C. section 1693o-1, the terms of the disclosures provided at the time of the Remittance Transfer shall govern. Notwithstanding anything to the contrary contained herein, rights and obligations that apply to Remittance Transfers are as set forth in EFTA and, as applicable, as set forth in New York law.

Sending Funds Transfers

You may subscribe to certain services we offer or you may give us other instructions to pay money or have another bank pay money to a beneficiary. This *Sending Funds Transfers* section applies to wire transfers (excluding Remittance Transfers) and transfers we make between your Bank of America accounts. It does not apply to automated clearing house (ACH) system funds transfer services.

You may give us payment orders for ACH system funds transfers only if you have a separate agreement with us for those services.

Cutoff Times for Payment Orders We have cutoff times for processing payment orders. Cutoff times vary depending on the particular office of our bank and the type of payment order. We may treat payment orders we receive after a cutoff time as if received the next business day. We tell you our cutoff times upon request.

Amending or Canceling Payment Orders You may not amend or cancel a payment order after we receive it. If you ask us to do this, we may make a reasonable effort to act on your request. But we are not liable to you if, for any reason, a payment order is not amended or canceled. You agree to reimburse us for any costs, losses or damages that we incur in connection with your request to amend or cancel a payment order.

Inconsistency of Name or Number The beneficiary's bank may make payment to the beneficiary based solely on the account or other identifying number, even if the name on the payment order differs from the name on the account. We or an intermediary bank may send a payment order to an intermediary bank or beneficiary's bank based solely on the bank identifying number, even if the payment order indicates a different bank name.

Sending Payment Orders We may select any intermediary bank, funds transfer system or means of transmittal to send your payment orders. Our selection may differ from that indicated in your instructions.

Notice of Rejection We may reject payment orders. We notify you of any rejection orally, electronically or in writing. If we send written notices by mail, we do so by the end of the next business day.

We are not liable to you for the rejection or obligated to pay you interest for the period before you receive timely notice of rejection.

Errors or Questions About Your Payment Orders We notify you about certain funds transfers by listing them on your account statement. In some cases, we also may notify you electronically, in writing or by a report produced through one of our information reporting services.

You must notify us at once if you think a funds transfer shown on your statement or notice is incorrect. You must send us written notice, including a statement of relevant facts, no later than 14 days after the date you receive the first notice or statement on which the problem or error appears.

If you fail to notify us within this 14-day period, we are not liable for any loss of interest because of an unauthorized or erroneous debit or because your statement or notice is incorrect. We are not required to compensate you, and we are not required to credit or adjust your account for any loss of interest or interest equivalent.

Calculations Unless otherwise prohibited by law, if we are obligated to pay for loss of interest that results from our error or delay regarding your payment order, we calculate compensation as follows. With an analyzed checking account, we credit the account to reflect the applicable value date or otherwise adjust the account under our account analysis procedure, to recalculate earnings credits for the period involved. With a non-analyzed, non-interest-bearing account, we use a rate equal to the average of the Federal Funds rates set by the Federal Reserve Bank of New York, less a reserve factor. With a non-analyzed, interest-bearing account, we use the rate applicable to the account. If we have a separate agreement with you specifying a different calculation method, we use that method instead.

Receiving Funds Transfers

We may receive instructions to pay funds to your account. We may receive funds transfers directly from the sender, through a funds transfer system or through some other communications system. This includes wire transfers, ACH transfers that may be sent through an ACH system or processed directly to an account with us, transfers sent through transfer systems that deliver payments in real time, and transfers between Bank of America accounts.

ACH Provisional Payment Rule Under ACH rules, funds transfers sent through an ACH are provisional and may be revoked prior to final settlement. You agree to these rules. If the funds transfer is revoked before final settlement, we may charge your account for the amount credited. The person who sent the payment order is considered not to have paid you. If this happens, we do not send a separate notice; we report the information on your account statement.

Notice of Funds Transfer We notify you that we have received funds transfers by listing them on your account statement. We provide statements to you by mail or through Online Banking if you selected paperless delivery through Online Banking for your deposit account documents. If you use one of our information reporting services, you may receive notice through that service.

We are not obligated to send you a separate notice of each incoming funds transfer. While we generally do not provide such separate notices, we may do so on occasion, in which case we send the notice within two business days after we credit your account.

We are not obligated to pay you interest for the period before you receive notice.

If you are expecting a funds transfer and want to find out if it has been credited to your account, call us at the number for customer service on your statement.

Posting Your Customers' Payments We credit to your account electronic payments (such as bill payments) that we receive from your customers. If you do not apply a payment to an account of your customer, you must promptly return the payment to us.

ACH Debits and Credits

From time to time, originators that you authorize may send automated clearing house (ACH) credits or debits for your account. For each ACH transaction, you agree that the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rules then in effect. You agree that we may rely on the representations and warranties contained in these operating rules and either credit or debit your account, as instructed by the originator of the ACH transaction. Under the NACHA Operating Rules merchants and their financial institutions may resubmit returned debit items multiple times. For example, if you authorize your cable company to debit your account on a one-time or recurring basis and a debit is returned for insufficient funds, the cable company may attempt to resubmit the debit item for payment. We have no control over whether or when a merchant or its financial institution resubmits a debit item.

You should be careful about giving someone your account number to help prevent unauthorized transactions on your account. You must notify us immediately of unauthorized activity.

For information about stopping payment of an ACH transaction, see *Stop Payment Orders* in the *Other Terms and Services* section.

Business deposit accounts You acknowledge and agree that if you request us to transmit an ACH return transaction in connection with any problem, including a claim of erroneous or unauthorized ACH debit posted to your account, the related originating depository financial institution has no obligation to accept that return transaction if the return request is not made within the applicable time frame set forth in the NACHA Operating Rules. We will respond to your reported problem and attempt to pursue your request with the originating depository financial institution as long as you report the problem to us in writing within 60 days after the statement first reflecting the transaction was mailed to you; however, we do not guarantee that we will be able to recover your funds if you notify us of the problem beyond NACHA time frames. In some cases, depending on the facts, your claim may not be honored and you could incur a loss.

Tax Information

Generally, we are required to report annually to you and to the Internal Revenue Service (IRS) interest payments that total \$10 or more during the year on your deposit account with us. We may also be required to report this information to the appropriate state revenue authority.

When you open an account, we are required to obtain — and each U.S. citizen or resident alien must give us — a certified U.S. Taxpayer Identification Number (TIN) and information regarding your backup withholding status. When you apply for an account, you certify that you have provided the correct TIN for the account holder and the correct backup withholding status.

For individual accounts, the TIN is your Social Security Number (SSN). For individual accounts with more than one owner, we report taxpayer information for the person listed first in our records. Resident aliens who do not qualify for Social Security should provide their Individual Taxpayer Identification Number (ITIN). For other accounts, the TIN is the owner's Employer Identification Number (EIN). If you do not give us a certified name and TIN, if the IRS notifies us that the name and TIN you gave us is incorrect, or if the IRS notifies us that you failed to report all your interest and dividends on your tax return, we are required to backup withhold at the current backup withholding rate on interest paid to your account and pay it to the IRS. In some cases, a state and local tax authority may also require that we pay state and local backup withholding on interest paid to your account when we are required to pay backup withholding to the IRS. Backup withholding is not an additional tax. If you are subject to backup withholding, we are required to report to you and to the

IRS regardless of the amount of the interest payment. You may claim amounts withheld and paid to the IRS as a credit on your federal income tax return.

If you are a certified nonresident alien individual, you are generally exempt from backup withholding on interest but may be subject to information reporting if you reside in a country in which we are required to report. If you are a certified foreign entity, you are generally exempt from backup withholding and information reporting for interest payments. Deposit interest income that is effectively connected with the conduct of a trade or business in the United States is subject to information reporting.

You must renew your status as an exempt foreign person or entity prior to the end of the third calendar year following the year in which you last certified your status. If you fail to renew your status by the last day of the fourth calendar year, your interest payments will be subject to backup withholding. If you become a U.S. citizen or resident after opening your account, you must notify us within 30 days and provide us with your certified name and TIN.

We comply with Foreign Account Tax Compliance Act (FATCA) as mandated by U.S. federal tax law. We will withhold on certain payments when required by such law.

For more information or to determine how this information applies to you, consult your U.S. tax advisor.

If you administer your account as a retirement account, all IRS reporting and filing implications are the sole responsibility of the account holder and should be discussed with the account holder's tax advisor as neither Bank of America, its affiliates, nor its employees, provide tax advice.

Resolving Claims

If you and we are not able to resolve a claim ourselves, then you and we agree that the claim will be resolved as provided in this *Resolving Claims* section. This is a dispute resolution provision. Please read it carefully.

What does "Claim" Mean?

Claim means any claim, dispute or controversy (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief) by either you or us against the other, or against the employees or agents of the other, arising from or relating in any way to this deposit agreement (including any renewals, extensions or modifications) or the deposit relationship between us.

Claim does not include provisional or ancillary remedies from a court of competent jurisdiction, which either you or we may exercise without waiving the right to arbitration or reference.

How Claims on Personal Accounts will be Resolved

You and we both agree that all Claims relating to a personal account will be resolved in court by a judge without a jury, as permitted by law.

JURY TRIAL WAIVER FOR PERSONAL ACCOUNTS

FOR PERSONAL ACCOUNTS, AS PERMITTED BY LAW, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE ARE BOTH GIVING UP THE RIGHT TO TRIAL BY JURY. THIS IS A JURY TRIAL WAIVER.

How Claims on Business Accounts will be Resolved

You have the right to compel us at your option, and we have the right to compel you at our option, to resolve a Claim relating to a business account by binding arbitration. If neither you nor we decide to compel arbitration, then the Claim will be resolved in court by a judge without a jury, as permitted by law. There is an exception for Claims brought in a California state court. If a Claim

relating to a business account is brought in a California state court, either you or we can seek to compel the other to have the Claim resolved by general reference to a judicial referee under California Code of Civil Procedure (C.C.P.) Section 638, as provided below. Both parties may also agree to resolve their disputes through judicial reference. The arbitration, judicial reference or trial by a judge will take place on an individual basis without resort to any form of class or representative action.

CLASS ACTION AND JURY TRIAL WAIVER FOR BUSINESS ACCOUNTS

FOR BUSINESS ACCOUNTS, YOU AND WE AGREE AND UNDERSTAND: (1) THAT YOU AND WE ARE BOTH GIVING UP THE RIGHT TO TRIAL BY JURY, AND (2) THAT THIS SECTION PRECLUDES YOU AND US FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS. THIS IS A CLASS ACTION WAIVER AND JURY TRIAL WAIVER.

Judicial Reference

A case sent to judicial reference is heard by a neutral individual (a "judicial referee"), but remains in the court system subject to the same rules of procedure, discovery and evidence and appeal as any court case. The judicial referee will be an active or retired judge or attorney with more than 10 years of experience, chosen by mutual agreement of you and us.

If you and we are unable to agree on a judicial referee, then the judicial referee will be appointed according to the procedure for appointment of a referee under California C.C.P. Section 640.

The judicial referee, sitting alone without a jury, will decide questions of law and fact and will resolve the Claim. This includes the applicability of this *Resolving Claims* section and the validity of the deposit agreement.

Judicial reference will be governed by California C.C.P. Section 638 et seq. and the judicial referee will determine all issues in accordance with federal and California law and the California rules of evidence. The referee is empowered to provide all temporary or provisional remedies and rule on any motion that would be authorized in pretrial or trial proceedings in court, including motions for summary judgment or summary adjudication. The award that results from the decision of the referee will be entered as a judgment in the court that appointed the referee, in accordance with the provisions of California C.C.P. Sections 644(a) and 645. You and we both reserve the right to seek appellate review of any judgment or order to the same extent permitted in a court of law.

Arbitration

This section on arbitration applies to business accounts and is subject to the provisions of the *Limitation and Non-Severability* section below.

Arbitration is a method of resolving disputes in front of one or more neutral individuals, instead of having a trial in court in front of a judge and/or jury. The arbitrator will be an active or retired judge or attorney with more than 10 years of experience, chosen by mutual agreement of you and us.

If you and we are unable to agree on an arbitrator, then you agree to choose one of the following Administrators within 10 days of our written notice that an agreement cannot be reached.

- JAMS Resolution Center
www.jamsadr.com
800.352.5267
- American Arbitration Association ("AAA")
www.adr.org
212.716.5800

If you do not choose the Administrator on a timely basis, we will select the Administrator and the Administrator will select the arbitrator using the Administrator's rules. If an Administrator cannot

hear or refuses to hear the arbitration, then the arbitration will be handled by the alternative Administrator.

The arbitrator, sitting alone without a jury, will decide questions of law and fact and will resolve the Claim. This includes the applicability of this *Resolving Claims* section and the validity of the deposit agreement, except that the arbitrator may not decide or resolve any Claim challenging the validity of the class action and jury trial waiver. The validity of the class action and jury trial waiver will be decided only by a judicial referee or a court.

After a decision is given by an arbitrator, and where the amount of the Claim exceeds \$200,000, either you or we can appeal the arbitrator's decision to another arbitrator. If the amount of the Claim exceeds \$1,000,000, either you or we can appeal the arbitrator's decision to a panel of three arbitrators. No decision may be appealed under this paragraph, unless the arbitrator that heard the matter first makes a finding that the Claim could reasonably have exceeded either \$200,000 or \$1,000,000. Any arbitrator who hears an appeal under this paragraph will be selected according to the rules of the Administrator.

The arbitration of any matter involves interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "FAA"). The arbitrator will follow applicable substantive law to the extent consistent with the FAA. The arbitrator will give effect to the applicable statutes of limitation and will dismiss barred claims. Arbitrations will be governed by the rules of the Administrator to the extent those rules do not conflict with this *Resolving Claims* section. In addition, you or we may submit a written request to the arbitrator to expand the scope of discovery normally allowable. At the timely request of either you or us, the arbitrator must provide a brief written explanation of the basis for the award.

Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA or under this Agreement.

Limitation and Non-Severability

For both personal and business accounts. Regardless of anything else in this *Resolving Claims* section, you and we both acknowledge and agree that the validity and effect of the class action and jury trial waiver for business accounts and the jury trial waiver for personal accounts may be determined only by a court or judicial referee and not by an arbitrator. You and we both have the right to appeal the limitation or invalidation of the waiver.

For business accounts. Regardless of anything else in this *Resolving Claims* section, you and we both acknowledge and agree that the class action and jury trial waiver is material and essential to the arbitration of any disputes between you and us and is non-severable from the agreement to arbitrate Claims. If the class action and jury trial waiver is limited, voided or found unenforceable, then the agreement to arbitrate (except for this sentence) will be null and void with respect to such proceeding and this *Resolving Claims* section will be read as if the provisions regarding arbitration were not present. You and we both have the right to appeal the limitation or invalidation of the class action and jury trial waiver. You and we acknowledge and agree that under no circumstances will a class action be arbitrated.

Rules of Interpretation

Except as provided in the *Limitation and Non-Severability* section above, if any portion of this *Resolving Claims* section is determined to be invalid or unenforceable, it will not invalidate the remaining portions of this section. If there is a conflict or inconsistency between this *Resolving Claims* section and other terms of this deposit agreement or the applicable rules of the Administrator, this *Resolving Claims* section will govern. If there is any conflict between this *Resolving Claims* section and any other dispute provision (whether it be for arbitration, reference or

any other form of dispute resolution), this *Resolving Claims* section will prevail for Claims arising out of this deposit agreement or transactions contemplated by this deposit agreement.

Jurisdiction and Venue

Any action or proceeding regarding your account or this deposit agreement must be brought in the state in which the financial center that maintains your account is located. You submit to the personal jurisdiction of that state. Note that any action or proceeding will be governed by and interpreted in accordance with the *Governing Law* section of this agreement.

If a Claim is submitted to arbitration and the state where that financial center is located is not reasonably convenient for you, then you and we will attempt to agree on another location. If you and we are unable to agree on another location, then the location will be determined by the Administrator or arbitrator.

Personal Schedule of Fees

Effective August 19, 2022

BANK OF AMERICA 

bankofamerica.com

Applies in all states.

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91-11-3000B 08/2022
00-14-9299



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Investment products are provided by Merrill Lynch, Pierce, Fenner & Smith Incorporated and:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
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Merrill Lynch, Pierce, Fenner & Smith Incorporated (also referred to as "MLPF&S" or "Merrill") makes available certain investment products sponsored, managed, distributed or provided by companies that are affiliates of Bank of America Corporation ("BofA Corp."). MLPF&S is a registered broker-dealer, registered investment adviser, Member SIPC and a wholly owned subsidiary of BofA Corp.

Overview

This schedule lists the fees associated with your account and ways to avoid them when applicable. For details about your account and its fees, please review the account descriptions and Other Account Fees and Services section of this document.

Your account and deposit relationship with us are governed by this schedule of fees and the *Deposit Agreement and Disclosures*. Please read both agreements carefully. These agreements are part of the binding contract between you and us for your account and deposit relationship. You can also find these agreements at [bankofamerica.com](https://www.bankofamerica.com).

When you open a deposit account, it is located at a financial center and generally remains at that location until it is closed. If your address is in a state where we do not have a financial center at the time, we may open the account at a financial center in Virginia. If state taxes apply to an account or service, taxes are in addition to the fee amount listed.

We may change the accounts and services described in this schedule at any time. We may add new terms and conditions. We may delete or amend existing terms and conditions. We may also add new accounts or services and convert or discontinue existing accounts or services at any time.

You can get information about interest rates and fees for services not covered in this schedule by visiting a financial center or calling us at the number on your statement.

Deposit Agreement and Disclosures Amended for Bank of America Advantage SafeBalance Banking® Account

Your account and deposit relationship with us are governed by this schedule of fees and the *Deposit Agreement and Disclosures*. Note that since there are no check-writing privileges with the Advantage SafeBalance Banking account, references in the *Deposit Agreement and Disclosures* to the ability to write checks and associated rights and obligations do not apply to Advantage SafeBalance Banking. All other terms and conditions in the *Deposit Agreement and Disclosures* that apply to checking accounts apply to Advantage SafeBalance Banking except as otherwise amended in this schedule of fees.

Other terms and conditions in this schedule of fees amend the *Deposit Agreement and Disclosures*, including information in the "Other Important Account Information for Bank of America Advantage SafeBalance Banking® Account" section.

Optional Services

The following optional services are generally available with our checking and savings accounts:

- Affinity Banking (Checking accounts only)
- Preferred Rewards
- Balance Connect™ for overdraft protection is an optional service which allows you to link up to five eligible backup accounts (Balance Connect™ is not available on Advantage SafeBalance Banking or savings accounts). Please see the *Deposit Agreement and Disclosures* for more information about eligibility and how Balance Connect™ transfers work. Transfers from a linked savings account are applied to the transaction limits and may result in a Withdrawal Limit Fee. Transfers from a linked credit card or HELOC are subject to interest charges.
- Automatic transfers from checking to savings

These optional services can help you manage your account. To learn more about them, please review the agreement for that service. You can also review information on [bankofamerica.com](https://www.bankofamerica.com) or speak to a financial center associate.

- Debit card or ATM card
- Online Banking service
- Online and Mobile Bill Pay service
- Email and Text Alerts
- Direct deposits
- Keep the Change® Savings Service

Personal Bank of America Advantage Banking Account

Advantage Banking Account Settings

- Bank of America Advantage SafeBalance Banking®
- Bank of America Advantage Plus Banking®
- Bank of America Advantage Relationship Banking®

Your Bank of America Advantage Banking Account offers you the ability to choose from and switch between three account settings. Each account setting has a different set of features to offer you flexibility if your banking needs change.

Paper checks are an included feature of the Bank of America Advantage Plus Banking and Bank of America Advantage Relationship Banking account settings.

The Bank of America Advantage SafeBalance Banking account setting is a checkless checking account setting which means that you cannot write personal paper checks. With the Advantage

SafeBalance Banking account setting you can make deposits, withdrawals and pay bills. You can make payments with your debit card, a wire transfer, an Automated Clearing House transaction (ACH), Zelle®, or through our Online and Mobile Banking Bill Pay service, and you can make withdrawals at an ATM or financial center.

Switching to the Advantage SafeBalance Banking Account Setting

If you elect to switch from your existing personal checking account or account setting to Advantage SafeBalance Banking, you will no longer be able to write personal paper checks and should immediately stop writing them. We will continue to process checks you have written prior to switching to Advantage SafeBalance Banking for 60 days. After the 60 day period, all paper checks that you have written will be returned unpaid even when sufficient funds are available in the account to cover the check. When this happens, the payee may charge you a fee(s) for the returned payment.

Account	Monthly Maintenance Fee and How to Avoid It	Other Important Account Information
Bank of America Advantage SafeBalance Banking <ul style="list-style-type: none"> • No Overdraft Item Fees • No paper checks • Use direct deposit • Non-interest bearing account • Sole ownership for ages 16+ • Minimum to open - \$25.00 	<p>Monthly maintenance fee for Advantage SafeBalance Banking account - \$4.95</p> <p>To avoid the monthly maintenance fee, meet one of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"> • An owner of this account qualifies as a Student, Or • An owner of this account is under the age of 18, Or • Enroll in the Preferred Rewards program and qualify for the Gold, Platinum or Platinum Honors tier (first 4 checking accounts) or Diamond or Diamond Honors tier (unlimited). 	<p>The Advantage SafeBalance Banking account is different from a traditional checking account. It has important limitations that you should review. If you want any of the functions listed below, it might not be the right account setting for you.</p> <p>The following features are not available with your Advantage SafeBalance Banking account:</p> <ul style="list-style-type: none"> • Checks. Paper checks written by you or others on the account will not be paid. <ul style="list-style-type: none"> - Do not buy checks from any source, such as checks you see advertised on the internet or in the newspaper or any other third parties. - If a check is presented for payment, it will not be paid even if you have enough money in your account to cover it. You may incur fees from the party you were trying to pay when the check is returned. - If a merchant uses your account and routing numbers to process a payment as a check, it may be rejected. • Balance Connect™ for overdraft protection to or from a linked account. • Overdraft services. Your account does not come with overdraft services and it is set to a Decline All Overdraft Setting. This means that if you do not have sufficient available funds in your account to cover an item, the item will be returned unpaid. You may be assessed a fee by a merchant if this happens. Please see the "Other Important Account Information" section for more details. <p>How to qualify as a Student</p> <p>When you notify us an account owner is a Student, we will waive the monthly maintenance fee for each statement cycle during which the account owner qualifies as a Student as defined below. A Student is defined as an account owner who is both:</p> <ul style="list-style-type: none"> • Enrolled in school or an educational or vocational program <p>AND</p> <ul style="list-style-type: none"> • Under 25 years old. <p>The Student waiver does not apply when the student turns 25, ceases to be an owner of the account, or notifies us that they are no longer enrolled in school or an educational or vocational program.</p> <p>Fiduciary titled accounts, including UTMA/UGMA, do not qualify for the under the age of 18 or Student waiver.</p>

**Personal Bank of America Advantage Banking
Accounts (cont.)**

Account	Monthly Maintenance Fee and How to Avoid It	Other Important Account Information
<p>Bank of America Advantage Plus Banking</p> <ul style="list-style-type: none"> • Use direct deposit • Non-interest bearing account • Minimum to open - \$100.00 	<p>Monthly maintenance fee for Advantage Plus Banking account - \$12.00</p> <p>To avoid the monthly maintenance fee, meet one of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"> • Have at least one qualifying direct deposit of \$250 or more made to your account. Or • Maintain a minimum daily balance of \$1,500 or more in your account. Or • Enroll in the Preferred Rewards program and qualify for the Gold, Platinum or Platinum Honors tier (first 4 checking accounts) or Diamond or Diamond Honors tier (unlimited). 	<p>For information about direct deposits, see the Frequently Asked Questions About Accounts section.</p> <p>The minimum daily balance is the lowest balance that we determine is in the account during a statement cycle. This means you will need to ensure your account does not fall below \$1,500 during your statement cycle.</p>

**Personal Bank of America Advantage Banking
Accounts (cont.)**

Account	Monthly Maintenance Fee and How to Avoid It	Other Important Account Information
<p>Bank of America Advantage Relationship Banking</p> <ul style="list-style-type: none"> • Interest bearing account • Variable rate • Minimum to open - \$100.00 	<p>Monthly maintenance fee for Advantage Relationship Banking account - \$25.00</p> <p>To avoid the monthly maintenance fee, maintain a combined balance of \$10,000 or more during each statement cycle.</p> <p>For each statement cycle, we add the following balances together to determine your combined balance:</p> <ul style="list-style-type: none"> • The average daily balance in your Advantage Relationship Banking account and in each checking and savings account that is linked to your Advantage Relationship Banking account. We determine the average daily balance in a linked account by using the beginning balance in the linked account for each day of the Advantage Relationship Banking statement cycle. And • The current balance, as of the end of your Advantage Relationship Banking statement cycle, in each CD and IRA that is linked to your Advantage Relationship Banking account. And • The current balance, as of two business days before the end of your Advantage Relationship Banking statement cycle, in each eligible Merrill investment account that is linked to your Advantage Relationship Banking account. Or • Enroll in the Preferred Rewards program and qualify for the Gold, Platinum or Platinum Honors tier (first 4 checking accounts) or Diamond or Diamond Honors tier (unlimited). 	<p>You can also get the following services with this account:</p> <ul style="list-style-type: none"> • Three additional Advantage Relationship Banking accounts and four savings accounts with no monthly maintenance fee when you link them to your primary Advantage Relationship Banking account. • Free standard checks or discounts on certain styles. • No fee for incoming domestic wire transfers, stop payments, and more. <p>Additional accounts. For accounts linked to your Advantage Relationship Banking account, we waive the monthly maintenance fee on the first three linked Advantage Relationship Banking accounts and on the first four linked savings accounts of any type. The minimum amount you need to open each additional account, and other terms and fees, apply to each linked account. While you can also have us link more accounts, this waiver of the monthly maintenance fee does not apply to them. Transaction limits apply to savings accounts. See "What are the transaction limitations on my savings account?" in the Frequently Asked Questions About Accounts section.</p> <p>Linking accounts. You must tell us what accounts you want us to link to your Advantage Relationship Banking account. You can do so by visiting a financial center or calling us at the number on your statement. We do not automatically link other accounts for pricing. Certain restrictions apply. Please review "What does it mean to link accounts?" in the Frequently Asked Questions About Accounts section.</p> <p>Employees and Retirees: Bank of America employee and retirees qualify for a waiver of the monthly maintenance fee on up to four Bank of America Advantage Relationship Banking accounts. When employees or retirees no longer meet the qualifications, standard product terms and pricing apply. See "Which employees and retirees are eligible for a waiver of the Monthly Maintenance Fee?" in the Frequently Asked Questions About Accounts section.</p>

Please also review the *Other Account Fees and Services* section, *Frequently Asked Questions About Accounts* section and the *Deposit Agreement and Disclosures* for additional details related to your Bank of America Advantage Banking account.

Personal Savings Accounts

Account	Monthly Maintenance Fee and How to Avoid It	Other Important Account Information
<p>Bank of America Advantage Savings</p> <ul style="list-style-type: none"> • Interest bearing account • Variable interest rate • No Overdraft Item Fees • Potential for Preferred Rewards interest rate booster feature • Minimum amount to open - \$100.00 	<p>Monthly maintenance fee - \$8.00</p> <p>For new accounts, we will waive the monthly maintenance fee for six months from account opening. This waiver does not apply if your account has been converted or changed to a Bank of America Advantage Savings account.</p> <p>To avoid the monthly maintenance fee, meet one of the following requirements during each statement cycle (after the expiration of any applicable waiver):</p> <ul style="list-style-type: none"> • Maintain a minimum daily balance of \$500 or more in your account. Or • Link your account to your Bank of America Advantage Relationship Banking, Bank of America Advantage® with Tiered Interest Checking or Bank of America Advantage® Regular Checking accounts (first 4 savings accounts). Or • Enroll in the Preferred Rewards program and qualify for the Gold, Platinum or Platinum Honors tier (first 4 savings accounts) or Diamond or Diamond Honors tier (unlimited). Or • An owner of this account is under the age of 18. Or • An owner of this account qualifies as a Student. 	<ul style="list-style-type: none"> • You may not write checks on this account. • This account is eligible for the interest rate booster feature of the Preferred Rewards program, which may increase your interest rate based on your Preferred Rewards tier. • Each monthly statement cycle, you can make a total of six withdrawals and transfers with no Withdrawal Limit Fee. • You won't be charged the Withdrawal Limit Fee if: <ul style="list-style-type: none"> • You maintain a minimum daily balance of \$20,000 or more in your Bank of America Advantage Savings account, Or • You are enrolled in the Preferred Rewards program, Or • An owner of this account is under the age of 18, Or • An owner of this account qualifies as a Student. <p>Otherwise, the Withdrawal Limit Fee is \$10.00 for each withdrawal and transfer during the monthly statement cycle above the six. We charge no more than six Withdrawal Limit Fees per monthly statement cycle. This fee applies to all types of withdrawals and transfers, including at ATMs, at financial centers, by telephone, by mail, through Online and Mobile Banking, and by any other electronic means.</p> <ul style="list-style-type: none"> • Limits apply to some types of withdrawals and transfers from a savings account. See "What are the transaction limitations on my savings account?" in the Frequently Asked Questions About Accounts section. Keep in mind, the Withdrawal Limit Fee is separate from these limitations. • This account is set to the Decline All Overdraft Setting. This means that when we determine that you do not have sufficient available funds in your account to cover an item, we will decline or return it unpaid. You may be assessed a fee by a merchant if this happens. • This account is not eligible to be enrolled in Balance Connect™ as a covered account, but can be linked as a backup account. <p>How to qualify as a Student</p> <p>When you notify us an account owner is a Student, we will waive the monthly maintenance fee for each statement cycle during which the account owner qualifies as a Student as defined below. A Student is defined as an account owner who is both:</p> <ul style="list-style-type: none"> • Enrolled in school or an educational or vocational program <p>AND</p> <ul style="list-style-type: none"> • Under 25 years old. <p>The Student waiver does not apply when the student turns 25, ceases to be an owner of the account, or notifies us that they are no longer enrolled in school or an educational or vocational program.</p> <p>Fiduciary titled accounts, including UTMA/UGMA, do not qualify for the under the age of 18 or Student waiver.</p>

Please also review the *Other Account Fees and Services* section, *Frequently Asked Questions About Accounts* section and the *Deposit Agreement and Disclosures*.

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Personal CD/IRA Accounts

Account	Minimum Amount You Need to Open Account	Account Features / Services	Other Important Account Information
Fixed Term CD Terms of 7 Days—27 Days	\$15,000	<ul style="list-style-type: none"> • Interest rate fixed until maturity. • No additional deposits until maturity. • Automatically renews. 	<ul style="list-style-type: none"> • A penalty is imposed for early withdrawal.
Fixed Term CD Terms of 28 Days—10 Years	\$1,000	<ul style="list-style-type: none"> • Interest rate fixed until maturity. • No additional deposits until maturity. • Automatically renews. 	<ul style="list-style-type: none"> • A penalty is imposed for early withdrawal. • For CDs with terms of 30 days or more, we send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.
Featured CD/IRA	See deposit rate sheet for minimum opening amount	<ul style="list-style-type: none"> • Interest rate fixed until maturity. • No additional deposits until maturity. • Automatically renews. • See deposit rate sheet for available terms. 	<ul style="list-style-type: none"> • A penalty is imposed for early withdrawal. • For CDs with terms of 30 days or more, we send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.
Fixed Term IRA Terms of 6 Months—10 Years	\$1,000	<ul style="list-style-type: none"> • Interest rate fixed until maturity. • No additional deposits until maturity. • Automatically renews. 	<ul style="list-style-type: none"> • A penalty is imposed for early withdrawal. • We send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.

Please also review the *Other Account Fees and Services* section and the *Deposit Agreement and Disclosures*. The *Deposit Agreement and Disclosures* contains information about the early withdrawal penalty and other terms for CDs. Also, see the *Traditional/Roth Individual Retirement Custodial Accounts and Disclosure Statements* for additional IRA information.

Personal CD/IRA Accounts (cont.)

Account	Minimum Amount You Need to Open Account	Account Features / Services	Other Important Account Information
Variable Rate IRA <i>Terms of 18 Months—23 Months</i>	\$100	<ul style="list-style-type: none"> • Variable interest rate. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate and annual percentage yield on your account at any time. • Additional deposits allowed during term. • Automatically renews. • Make saving easier with automatic transfers. 	<ul style="list-style-type: none"> • A penalty is imposed for early withdrawal. • We send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.
Money Market IRA	\$100	<ul style="list-style-type: none"> • Variable interest rate. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate and annual percentage yield on your account at any time. • Additional deposits allowed at any time. • Make saving easier with automatic transfers. 	<ul style="list-style-type: none"> • This is a savings account. • Pre-authorized transfers and withdrawals are subject to certain limitations. See "What are the transaction limitations on my savings account?" in the Frequently Asked Questions About Accounts section. Withdrawals by check, draft or debit card are not allowed.

Please also review the *Other Account Fees and Services* section and the *Deposit Agreement and Disclosures*. The *Deposit Agreement and Disclosures* contains information about the early withdrawal penalty and other terms for CDs. Also, see the *Traditional/Roth Individual Retirement Custodial Accounts and Disclosure Statements* for additional IRA information.

Other Account Fees and Services

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee
ATM Card and Debit Card Fees	Replacement ATM or Debit Card Fee	\$5.00 per card	<ul style="list-style-type: none"> • Fee for each requested replacement of a card or other debit access device. • The replacement fee does not apply when we replace a card upon its expiration. • Bank of America Advantage Relationship Banking, Bank of America Advantage® with Tiered Interest Checking and Bank of America Advantage® Regular Checking accounts plus Preferred Rewards members qualify for a waiver of this fee.
	Rush Replacement ATM or Debit Card Fee	\$15.00 per card	<ul style="list-style-type: none"> • Fee for each requested rush delivery of a card or other debit access device. • The Replacement ATM or Debit Card Fee may also apply and would be in addition to the rush delivery fee. • Bank of America Advantage Relationship Banking, Bank of America Advantage® with Tiered Interest Checking and Bank of America Advantage® Regular Checking accounts plus Preferred Rewards members qualify for a waiver of this fee.
	Non-Bank of America Teller Withdrawal Fee	For each transaction, the greater of \$5.00 OR 3% of the dollar amount of the transaction, up to a maximum of \$10.00	<ul style="list-style-type: none"> • Fee applies when you authorize another financial institution to use your card or card number to conduct a transaction (such as a withdrawal, transfer, or payment) and the other financial institution processes the transaction as a cash disbursement.
	International Transaction Fee	3% of the U.S. dollar amount of the transaction	<ul style="list-style-type: none"> • Fee applies if you use your card to purchase goods or services in a foreign currency or in U.S. dollars with a foreign merchant (a "Foreign Transaction"). Foreign Transactions include internet transactions made in the U.S. but with a merchant who processes the transaction in a foreign country. • Fee also applies if you use your card to obtain foreign currency from an ATM. Visa® or Mastercard® converts the transaction into a U.S. dollar amount, and the International Transaction Fee applies to that converted U.S. dollar amount. ATM fees may also apply to ATM transactions. See ATM Fees section. • Preferred Rewards Diamond and Diamond Honors tier members qualify for a waiver of the International Transaction Fee. • See disclosure information that accompanied your card for more information about this fee.

Please also review the *Deposit Agreement and Disclosures*.

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Other Account Fees and Services (cont.)

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee
ATM Fees Bank of America ATM – an ATM that prominently displays the Bank of America name and logo on the ATM Non-Bank of America ATM – an ATM that does not prominently display the Bank of America name and logo on the ATM	Withdrawals, deposits, transfers, payments and balance inquiries at a Bank of America ATM	No ATM fee	<ul style="list-style-type: none"> Deposits and payments may not be available at some ATMs. Transaction fees may apply to some accounts. See account descriptions in this schedule.
	Non-Bank of America ATM Fee for: Withdrawals, transfers and balance inquiries at a non-Bank of America ATM in the U.S.	\$2.50 each	<ul style="list-style-type: none"> When you use a non-Bank of America ATM, you may also be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. The non-Bank of America ATM fees do not apply at some ATMs located outside the United States. Call us before you travel internationally for current information about banks participating in the program. Non-Bank of America ATM fees are in addition to other account fees that may apply to the transaction, such as a Withdrawal Limit Fee for savings. Preferred Rewards Platinum members using a Bank of America Debit or ATM card are not charged the non-Bank of America ATM fee for one withdrawal, transfer and balance inquiry per statement cycle from a non-Bank of America ATM in the U.S., and receive a refund of the ATM operator fee for one withdrawal, transfer and balance inquiry per statement cycle from a non-Bank of America ATM in the U.S. Preferred Rewards Platinum Honors, Diamond and Diamond Honors members using a Bank of America Debit or ATM card are not charged the non-Bank of America ATM fee for withdrawals, transfers and balance inquiries from non-Bank of America ATMs in the U.S., and receive a refund of the ATM operator fee for withdrawals, transfers and balance inquiries from non-Bank of America ATMs in the U.S. Preferred Rewards Diamond and Diamond Honors members using a Bank of America Debit or ATM card are not charged the non-Bank of America ATM fee for withdrawals, transfers and balance inquiries from non-Bank of America ATMs in a foreign country. See the disclosure information that accompanied your card for other fees that may apply.
	Non-Bank of America ATM Fee for: Withdrawals, transfers and balance inquiries at a non-Bank of America ATM in a foreign country	\$5.00 each	
Check Cashing — Bank of America customer		No Check Cashing Fee	A fee may be assessed to a payee presenting a check that you issued if the payee is not a Bank of America relationship customer.
Check Cashing — Nonrelationship customer	Applies to checks drawn on Bank of America personal accounts including checks issued through Online or Mobile Bill Pay	\$8.00 per check for amounts greater than \$50.00.	A Bank of America relationship customer is an account owner of a deposit account (checking, savings, CD), Individual Retirement Account (IRA), loan, credit card, mortgage, safe deposit box or a Merrill Investment account.
Check Image Service	Check Image Service Fee	\$3.00 each statement cycle	<ul style="list-style-type: none"> Fee to return images of your cancelled checks with your statement. Applies to each statement cycle during which we return one or more images of your checks. Our Online Banking service allows you to view and print copies of checks that posted to your account within the last 18 months. Preferred Rewards members qualify for a waiver of this fee. No fee for check images if you receive your statements online instead of in the mail.

Please also review the *Deposit Agreement and Disclosures*.

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Other Account Fees and Services (cont.)

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee
Copies	Check Copy Fee	No fee for the first two copies of each request. After two copies, there is a \$3.00 fee for each copy up to a maximum of \$75.00 per request.	<ul style="list-style-type: none"> • Bank of America Advantage Relationship Banking, Bank of America Advantage® with Tiered Interest Checking and Bank of America Advantage® Regular Checking accounts plus Preferred Rewards members qualify for a waiver of this fee. • This fee does not apply to accounts opened in Massachusetts and New Hampshire. • You can avoid the fee by viewing and printing your available checks in Online Banking, instead of ordering the copy from us. For information about what checks are available in Online Banking, please review the Activity tab.
	Deposit Slips and other Credit Items	No fee for the first two copies of each request. After two copies, there is a \$3.00 fee for each copy up to a maximum of \$75.00 per request.	<ul style="list-style-type: none"> • Bank of America Advantage Relationship Banking, Bank of America Advantage® with Tiered Interest Checking and Bank of America Advantage® Regular Checking accounts plus Preferred Rewards members qualify for a waiver of this fee. • This fee does not apply to accounts opened in Massachusetts and New Hampshire. • You can avoid the fee by viewing and printing your available Deposit Slips and other Credit Items in Online Banking, instead of ordering the copy from us. For information about what Deposit Slips and other Credit Items are available in Online Banking, please review the Activity tab.
	Statement Copy Fee	\$5.00 per copy	<ul style="list-style-type: none"> • Bank of America Advantage Relationship Banking, Bank of America Advantage® with Tiered Interest Checking and Bank of America Advantage® Regular Checking accounts plus Preferred Rewards members qualify for a waiver of this fee. • You can avoid the fee by viewing and printing your available statements in Online Banking, instead of ordering the copy from us. For information about what statements are available in Online Banking, please review the Statements and Documents tab. • This fee does not apply to your monthly statement delivery. It only applies when you request paper copies of your statements.
IRA	IRA Direct Custodian Transfer Processing Fee	\$50.00 each plan, each occurrence	<ul style="list-style-type: none"> • Fee for transferring funds to another institution.

Please also review the *Deposit Agreement and Disclosures*.

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Other Account Fees and Services (cont.)

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee
Overdraft Items (an overdraft item) <i>Bank of America Advantage SafeBalance Banking, Bank of America Advantage Savings and Minor Savings do not have Overdraft Item Fees</i>	Overdraft Item Fee	\$10.00 each item over \$1.00	<ul style="list-style-type: none"> • When we determine that you do not have enough available funds in your account to cover an item, then we either authorize and pay the item and overdraw your account (an overdraft item), or we decline or return the item unpaid. • Some common examples of items are a check or other transaction made using your checking account number, an everyday non-recurring debit card transaction, a recurring debit card transaction, an ATM withdrawal, an ACH submission, and an Online or automatic bill payment. Please see the <i>Deposit Agreement and Disclosures</i> for more information about items, overdrafts, declined or returned items and for information about how we process and post items. • We do not charge you an Overdraft Item Fee on everyday non-recurring debit card transactions or ATM transactions. We do charge you an Overdraft Item Fee each time we authorize and pay any other type of overdraft transaction. These other types of transactions include checks and other transactions made using your checking account number, recurring debit card transactions, Online and automatic bill payments, and ACH transactions. We do not charge you an Overdraft Item Fee for any item that is \$1.00 or less or any item that overdraws your account by \$1.00 or less. • We will not charge a fee to your deposit account when we decline or return an item unpaid due to insufficient funds, but you may be charged a fee(s) by the payee for the returned payment. • We charge you Overdraft Item Fees for no more than 2 items each day. • Under the NACHA Operating Rules, a merchant or payee, or its financial institution is required to label an ACH submission that has been resubmitted after the previous submission was returned for insufficient funds as a "RETRY PYMT" or "REDEPCHECK". We do not charge you an Overdraft Item Fee on any ACH submission labeled as a "RETRY PYMT" or "REDEPCHECK" in the data transmitted through the ACH Network. For example, if you authorize your cable company to debit your account on a one-time or recurring basis or through an electronic check and the resulting ACH submission is returned for insufficient funds, we will not charge you an Overdraft Item Fee on a resubmission as long as the resubmission bears the "RETRY PYMT" or "REDEPCHECK" label. However, because we cannot reliably identify ACH resubmissions that are not labeled "RETRY PYMT" or "REDEPCHECK" by the merchant or payee, or its financial institution, if your cable company resubmits the ACH submission without the "RETRY PYMT" or "REDEPCHECK" label, you may incur an additional and separate Overdraft Item Fee. We have no control over how merchants label their ACH submissions or resubmissions. If you believe that a resubmitted electronic transfer was mislabeled and you were improperly charged an Overdraft Item Fee, you must notify the Bank within the timeframes established by the <i>Deposit Agreement and Disclosures</i> and the Electronic Fund Transfer Act. See <i>Deposit Agreement and Disclosures</i> sections titled Reporting Problems and Funds Transfer Services. • Preferred Rewards Diamond tier members are eligible to have one Overdraft Item Fee waived per statement cycle and Diamond Honors tier members are eligible to have all Overdraft Item Fees waived. • For information about our Balance Connect™ for overdraft protection service, overdraft practices and overdraft settings, please see our <i>Deposit Agreement and Disclosures</i> and our <i>What You Need to Know about Overdrafts and Overdraft Fees</i> notice.

Please also review the *Deposit Agreement and Disclosures*.

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Other Account Fees and Services (cont.)

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee
Miscellaneous	Check and Deposit Ticket Orders	Fee varies	<ul style="list-style-type: none"> • Bank of America Advantage Relationship Banking, Bank of America Advantage® with Tiered Interest Checking and Bank of America Advantage® Regular Checking accounts plus Preferred Rewards members qualify for a waiver of this fee. • This fee does not apply to accounts opened in Massachusetts and New Hampshire. • You can avoid the fee by viewing and printing your available checks in Online Banking, instead of ordering the copy from us. For information about what checks are available in Online Banking, please review the Activity tab.
	Legal Process Fee	\$125.00 each occurrence (or such other rate as may be set by law)	<ul style="list-style-type: none"> • Fee applies to each legal order or process that directs us to freeze, attach or withhold funds or other property, such as an attachment, levy or garnishment.
	Stop Payment Fee	\$30.00 each request	<ul style="list-style-type: none"> • Bank of America Advantage Relationship Banking, Bank of America Advantage® with Tiered Interest Checking and Bank of America Advantage® Regular Checking accounts plus Preferred Rewards members qualify for a waiver of this fee. • There is no charge to place a stop payment on a recurring debit card transaction.
	Wire Transfers, Incoming or Outgoing (U.S. or International)	Fee varies	<ul style="list-style-type: none"> • Bank of America Advantage Relationship Banking, Bank of America Advantage® with Tiered Interest Checking and Bank of America Advantage® Regular Checking accounts plus Preferred Rewards members qualify for a waiver of our standard wire fee for an incoming domestic wire transfer. The standard wire fee for incoming international wire transfers is waived for Preferred Rewards (Platinum, Platinum Honors, Diamond and Diamond Honors) members. • Preferred Rewards Diamond tier members qualify for a waiver of the Outgoing Domestic and International Wire Transfers fees (2 per statement cycle). Diamond Honors tier members qualify for unlimited waivers of these fees. • We may change the fees for wire transfers at any time. Visit a financial center or call us at the number on your statement for current fees. • For international wire transfers, in addition to our standard wire transfer fee, other fees may also apply, including those charged by the recipient's financial institution, foreign taxes and other fees that are part of the wire transfer process. Markups associated with the currency conversion are included in the Bank of America exchange rate. Preferred Rewards Diamond tier members have 2 foreign currency exchange fees waived per statement cycle. Diamond Honors tier members are not assessed a foreign currency exchange fee. • When deciding between sending in foreign currency or U.S. Dollars, you should consider factors that impact the total cost to send or the amount available after transfer, such as exchange rates and other fees.

Please also review the *Deposit Agreement and Disclosures*.

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Frequently Asked Questions About Accounts

This section covers some of the features and services that may apply to your account.

What other agreements have terms that apply to my deposit account?

In addition to the terms in this *Schedule of Fees*, the terms in the *Deposit Agreement and Disclosures*, the signature card for your account and the other account opening documents govern your account and are part of the binding contract between you and us for your account. Please read these documents carefully.

What are paperless statements?

With the paperless statement option, you get your account statement electronically through Online Banking and you do not get a paper statement. You can enroll in paperless statements at a financial center or through Online Banking. When you enroll at a financial center, you'll need to log into Online Banking from your computer to confirm your choice.

What is a direct deposit?

A direct deposit is an electronic deposit of funds to a checking or savings account.

For Bank of America Advantage Plus Banking accounts, qualifying direct deposits are deposits of regular monthly income — such as your salary, pension, or Social Security benefits — which are made by your employer or other payer using the account and routing numbers that you provide to them.

Other types of transfers and deposits do not qualify for the waiver of the monthly maintenance fee. Examples of non-qualifying transfers and deposits include: teller deposits, wire transfers, Online and Mobile Banking transfers, transfers from one account to another, and ATM transfers and deposits.

What does variable rate mean?

Funds in an interest bearing checking or savings account earn a variable interest rate. This means that your interest rate and annual percentage yield may change after the account is opened. At our discretion, we may change your interest rate and annual percentage yield at any time.

What does it mean to link accounts?

You can link some of your other accounts with us either to your Bank of America Advantage Relationship Banking, Bank of America Advantage® with Tiered Interest Checking, or Bank of America Advantage® Regular Checking account for pricing. When you link another account for pricing, you can use the balances in the other account to help you meet the balance required to avoid the monthly maintenance fee on your checking account. You must tell us what other accounts you want us to link to your checking or banking account. An account can only be linked for pricing to one checking or banking account at a time. We do not link your other accounts for pricing unless you tell us to do so.

Please see the Advantage Banking account descriptions in this *Schedule of Fees* for information about what accounts can be linked and applicable balance requirements. Some restrictions apply to what accounts can be linked. See below and the *Combined Balance Service* section in the *Deposit Agreement and Disclosures* for information.

When a new account is opened to replace an existing account, we do not automatically link the new account to your checking or banking account for pricing, even if the existing account was linked. You must tell us to link the new account. As examples, when you

refinance your mortgage loan, the refinanced loan is a new account. Whenever we change the account number of your checking account, we close the current checking account and open a new checking account. In both examples, the replacement account is a new account and, if you want us to link it to your checking or banking account for pricing, you need to tell us to link the new account.

For linked accounts, we may send you a monthly statement that reports account information for all of your linked accounts instead of separate statements for each account.

What Bank of America first mortgage loans can qualify for a waiver of the monthly maintenance fee on a Bank of America Advantage® with Tiered Interest Checking or Bank of America Advantage® Regular Checking account?

We currently service many mortgage loans we make. If we service your Bank of America first mortgage loan, you can have us link the loan to your Bank of America Advantage® with Tiered Interest Checking or Bank of America Advantage® Regular Checking account. Sometimes we sell mortgage loan servicing to other companies. If we sell the servicing on your mortgage loan, then the loan is no longer eligible to be used for this waiver.

What limits apply to linking accounts?

Some restrictions apply to what accounts can be linked to a checking or banking account, including the following. You can generally link savings, Individual Retirement Account (IRA) and CD, and some checking and Merrill investment accounts to your checking or banking account. You may only link an account to one checking or banking account at a time. To link additional accounts to a checking or banking account, at least one of the owners of the linked additional account must also be an owner of the checking or banking account. You may not link personal and business accounts together.

You may not link custodial accounts, such as UTMA or UGMA accounts, for pricing or other program benefits.

We may in our discretion place other restrictions on what accounts can be linked.

Are the statement cycles for linked accounts the same?

When you link accounts for pricing, the statement cycles are generally different. If you use a combined statement for your checking and savings accounts, the statement cycles for the linked checking and savings accounts are generally the same.

What are combined statements?

A combined statement is one statement that reports activity for your checking or Advantage Banking account and each deposit account linked to that account, instead of separate statements for each account. In most cases we do not automatically send you a combined statement. You must generally request a combined statement and tell us to link the accounts you want included in the combined statement.

(continued)

When linked accounts are reported on the combined statement, you understand and agree that each owner of any linked account can review information about all other linked accounts. You should not link accounts that you do not want others to see. Please read the information about Combined Statements in the *Deposit Agreement and Disclosures*.

What is the transaction date for the savings Withdrawal Limit Fee?

To determine whether a Withdrawal Limit Fee applies to a withdrawal from your savings account, we count the withdrawal on the date we post it to your account. If you are counting the number of withdrawals you make each monthly statement cycle, please note that the date we count the withdrawal may be different than the date you authorize or make the withdrawal. This means that we may not count the withdrawal until a later statement cycle.

What are the transaction limitations on my savings account?

There is no limit on the number of deposits you may make to your account. You can also make any number of withdrawals and transfers from your account through the financial center, by mail or at an ATM.

However, the *Deposit Agreement and Disclosures* limit the number of certain types of withdrawals and transfers from a savings account to a total of six each monthly statement cycle (each month for savings accounts with a quarterly statement). This transaction limit applies to the following types of withdrawals or transfers: automatic or pre-authorized transfers, telephone transfers, Online and Mobile Banking transfers or payments, and drafts.

If you exceed these limits on more than an occasional basis, we may convert your account to another type of account, like a checking account, and your account may no longer earn interest.

Please note that for savings accounts, we charge a Withdrawal Limit Fee for each withdrawal and transfer of any type in excess of six if the applicable balance requirement is not met. Keep in mind, the Withdrawal Limit Fee is separate from these limitations. See the information about this fee in the savings account section.

Which employees and retirees are eligible for a waiver of the Monthly Maintenance Fee?

The fee waiver applies to full-time or part-time employees actively employed by Bank of America and Retirees with at least 10 years of vesting service, and their age plus years of vesting service equal to at least 60 (with no minimum age requirement).

Keep the Change® Savings Service

When you enroll in our Keep the Change savings service, we round up the amount of Bank of America debit card purchases made by you or a joint owner of your checking account to the next whole dollar amount, and transfer the amount in excess of the purchase price to your savings account.¹

We aggregate the round-up from purchases that post to your checking account each business day and make a single transfer (the "Keep the Change" transfer) at the end of the business day. If on a business day you do not have sufficient available funds in your checking account, or if any transaction has overdrawn your checking account, we do not round-up purchases posted on that business day and we cancel the Keep the Change transfer for that day.

If your debit card purchase is subsequently cancelled or reversed, the corresponding Keep the Change transfer will remain in the savings account.¹ We may cancel or modify the Keep the Change service at any time.

¹If your savings account enrolled in Keep the Change is converted to a checking account, Keep the Change transfers will continue to be made into that account. Should you have any questions on the Keep the Change program, please contact your nearest financial center.

Keep the Change® Patent No. US 8,301,530B2.

Other Important Account Information for Bank of America Advantage SafeBalance Banking Account

This section covers some of the features and services that may apply to your account and amends certain sections of the *Deposit Agreement and Disclosures*.

How does the Deposit Agreement and Disclosures apply to my Advantage SafeBalance Banking account?

In addition to the terms in this Schedule of Fees, the terms in the *Deposit Agreement and Disclosures*, the signature card for your account and the other account opening documents govern your account and are part of the binding contract between you and us for your account. Please read these documents carefully. Certain sections of the *Deposit Agreement and Disclosures* that are changed are noted in this section and in the Overview.

NOTE: The following two questions amend the "Insufficient Funds – Overdrafts and Returned Items" section of the *Deposit Agreement and Disclosures*. That section is deleted and replaced with the information in these two questions.

My account is overdrawn. I thought I could not overdraw my Advantage SafeBalance Banking account?

While we attempt to limit overdrafts on your Advantage SafeBalance Banking account, at times overdrafts still occur. When we determine that you do not have enough available funds in your account to cover an item, then we consider the item to be an insufficient funds item. Without notice to you, we may overdraw your account (an overdraft item) or we decline or return the insufficient funds item without payment (a returned item). We will not charge you an Overdraft Item Fee if this happens. However, you may be assessed a fee by the merchant. If we overdraw your account, you agree to repay us immediately, without notice or demand from us. We ordinarily use deposits you or others make to your account to pay overdrafts, fees and other amounts you owe us.

Sometimes funds in your account are not available to cover your items. When we determine that funds in your account are subject to a hold, dispute, or legal process, then these funds are not available to cover your items. We usually make this determination once at the end of the day when we process items. Examples of holds include deposit holds, holds related to cash withdrawals, and authorization holds we place on the account for debit card transactions. We may also treat as an insufficient funds item each fee that creates an overdraft and each deposited item returned to us unpaid that creates an overdraft.

Here is an example of how your account might still become overdrawn. You use your debit card to pay for your meal at a restaurant. The restaurant asks us to authorize

the transaction for the amount of the meal. We authorize the transaction because we determine you have enough available funds in your account at this time. However, if you decide to use your debit card to leave a tip and add the amount of the tip to the cost of the meal, that will increase the total amount of the transaction. When the transaction is processed that night, you may not have enough funds in your account to cover the increased amount of the transaction and it will overdraw your account. This means, unless you promptly transfer or deposit enough available funds, when we receive the debit card transaction, it will overdraw your account. However, you will not be charged an overdraft fee by the Bank.

What overdraft setting is applied to Advantage SafeBalance Banking account setting?

We automatically apply our Decline All Overdraft Setting to your Advantage SafeBalance Banking account. With the Decline All Overdraft Setting, we do not authorize or pay any transaction unless we determine that at the time of the transaction you appear to have enough available funds in your account to cover the transaction. This means that we will decline or return these transactions unpaid. You may be assessed a fee by the merchant if this happens.

What happens if a merchant wants to use my account number and routing number for a payment?

Be careful when you give out your account number and routing number to an originator that you authorize to process debits from your account. At times, an originator may process such a payment as a check and submit it to us instead of an ACH (Automated Clearing House) transaction. Those checks may be rejected and not paid. You may be charged a fee by the originator if this happens. If you give anyone your account number and routing number, make sure it is for an ACH transaction only. You may want to ask if the merchant can use your debit card number instead. Please see the *Deposit Agreement and Disclosures* for more details about ACH transactions.

How do I pay my bills if I don't have checks? What if I need to write a check?

You can pay bills and make payments with your debit card, a wire transfer, an Automated Clearing House transaction (ACH), Zelle®, or through our Online and Mobile Banking Bill Pay service. If you need to write checks on a regular basis and these alternatives do not work for you, you may need a traditional checking account that offers check-writing capability. Cashier's checks are also available for a fee in our financial centers.

What happens if my employer asks for a voided check for direct deposit?

Since the Advantage SafeBalance Banking account does not include checks, you cannot provide a voided check. You can provide the account number and routing number and indicate that it is a checking account so that your employer can set up a direct deposit to your account. You can complete the printable direct deposit enrollment form in Online Banking or ask us for the direct deposit enrollment form that you can provide to your employer.

What happens to checks I have written from my existing personal checking account if I switch my account to Advantage SafeBalance Banking?

If you switch from your existing personal checking, Advantage Plus Banking, or Advantage Relationship Banking account to an Advantage SafeBalance Banking account, we will continue to process checks for 60 days. After the 60 day period, all paper checks that you have written will be returned unpaid even when sufficient funds are available in the account to cover the check. When this happens, the payee may charge you a fee(s) for the returned payment.

Preferred Rewards

You are eligible for the Preferred Rewards program when you:

- (i) have an active, eligible personal checking account with Bank of America®, and
- (ii) maintain the balance required for one of the balance tiers in any combination of eligible deposit accounts with Bank of America and/or eligible Merrill or Private Bank investment balances.

You can satisfy the combined balance requirement for enrollment with either:

- (i) your average daily balance for a three calendar month period, or
- (ii) your current combined balance, provided that you enroll at the time you open your first eligible personal checking account and satisfy the balance requirement at the end of at least one day within thirty days of opening that account.

Once you are eligible, you can enroll for program benefits. Eligibility to enroll is generally available three or more business days after the end of the calendar month in which you satisfy the requirements.

Your benefits become effective within 30 days of your enrollment, or for new accounts within 30 days of account opening, unless we indicate otherwise. Some benefits are automatically activated upon the effective date of your enrollment and require no action on your part. Some benefits may require you to open a new account or take other action. Some benefits are available based on balances and other requirements without the need to enroll. Read carefully the terms of any offer to understand the action required.

Different benefits are available at different balance tiers. The balance tiers and their qualifying combined balance amounts are: Gold, at and above \$20,000; Platinum, at and above \$50,000; Platinum Honors, at and above \$100,000; Diamond, at and above \$1,000,000; and Diamond Honors, at and above \$10,000,000.

You will qualify for the next higher balance tier when your three-month combined average daily balance meets or exceeds the minimum amount for that balance tier. You will be moved to a higher balance tier starting in the month after the month in which you satisfy the combined balance requirement.

We will perform an annual review of your qualifying balances in the month following the anniversary date of your initial enrollment in the program. The annual review will calculate your three-month combined average daily balance as of the end of your anniversary month. If the result of the annual review calculation would be to move you to a lower tier, you will have a three-month period from your anniversary month in which to restore your qualifying balance before you are moved to that lower balance tier. If you are moved to a lower balance tier, your benefits may be changed to those of the balance tier for which you qualify without further notice. Please note that while you can be moved to a higher balance tier after any month in which you satisfy the three-month combined average daily balance requirement for that tier, you will only be moved to a lower balance tier as a result of the annual review.

At the annual review, we will also confirm that you still have an active, eligible personal checking account with Bank of America. If as a result of the annual review you do not qualify for any balance tier, or you no longer have an eligible checking account, and you do not sufficiently restore your balances or open an eligible checking account in the three months after your anniversary month, your qualification will discontinue. Your benefits may then be discontinued immediately without further notice.

You or we may terminate your enrollment at any time. We may change or terminate

program benefits at any time, without prior notice.

Only personal accounts that you own, and that in our determination are in good standing, count toward your balance requirements and receive benefits. Accounts on which you are a signer but not an owner, or accounts included in your periodic statement on which you are not an owner, are not eligible.

Business accounts do not count towards the checking account requirement or balance requirements for the program, and will not be eligible to receive program benefits. Preferred Rewards for Business is Bank of America's rewards program for business accounts. Your business accounts may qualify separately for Preferred Rewards for Business.

See below for examples of accounts that do and do not qualify for the combined balance calculation:

Qualify

Accounts on which you are an owner or co-owner, including -

- Bank of America deposit accounts: Checking, Bank of America Advantage Banking, Bank of America Advantage SafeBalance Banking accounts, Savings, CD, and IRA accounts
- Merrill and Private Bank investment accounts, such as the Cash Management Account (CMA), and IRA accounts (Traditional, Roth, Rollover, SEP, Simple)
- 529 plans appearing on your Merrill statement (except 529 plans owned in Uniform Transfers to Minors Act (UTMA)/Uniform Gifts to Minors Act (UGMA) form)
- Revocable grantor trust accounts

Do Not Qualify

- Accounts on which you're not an owner or co-owner. For example, accounts on which your role is Custodian, Administrator, Power of Attorney, Beneficiary, Guardian, or Executor
- Uniform Transfers to Minor Act (UTMA) and Uniform Gifts to Minors Act (UGMA) accounts
- Business accounts or commercial accounts
- Irrevocable trust accounts
- Employee Benefit plans (such as 401(k) plans)
- Annuities
- Assets for which daily market quotations are not readily available

Not all products and services eligible for benefits under the Preferred Rewards program are available in all locations. Please contact 888.888.RWDS (888.888.7937), or if you are a Merrill Lynch Wealth Management or Bank of America Private Bank client contact your advisor, for details about which products and services are available in your location. Bank of America employees and retirees are eligible for additional Preferred Rewards program benefits. If you no longer meet the requirements for employee status, standard program terms apply.

Notice for New York Deposit Account Customers:

New York consumers can file complaints with the New York Department of Financial Services if a consumer is not satisfied with the services a banking institution provides. The toll free consumer hotline for the New York Department of Financial Services is (800) 342-3736.

Notice for Maine Deposit Account Customers:

If you have a dispute with us regarding your deposit account, you may contact us and attempt to resolve the problem directly. If you feel we failed to resolve the problem, communicate the problem and the resolution you are seeking to:

Bureau of Financial Institutions
36 State House Station
Augusta, ME 04333-0036

To file a complaint electronically, you may contact the Bureau of Financial Institutions at the following internet address: <http://www.maine.gov/pfr/financialinstitutions/complaint.htm>

The Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and investigate your claim. You will be informed of the results of the investigation.

When your complaint involves a federally-chartered financial institution, such as Bank of America, the Bureau of Financial Institutions will refer it to the appropriate federal supervisory agency and inform you to whom it has been referred.



Online Banking

How can we help you?

Online Banking Service Agreement

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Bank of America Online Banking Service Agreement

Effective Date: August 19, 2022

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1. General Description of Bank of America Online Banking Service Agreement (this "Agreement")

A. What This Agreement Covers

This Agreement is between each owner of an eligible account, a person applying for an eligible account, or authorized representative appointed or entitled to online access on another person's behalf ("you" or "your") and Bank of America, N.A. (Bank of America). This Agreement governs your use of any online or mobile banking services maintained by Bank of America and accessible through bankofamerica.com using a personal computer or a mobile device, including a smartphone, tablet, or any other eligible handheld or wearable communication device (the "Service(s)").

Under the terms of this Agreement, you may use the Services to obtain financial products and services, access and view account information, and, for certain accounts, move money electronically and perform authorized transactions, for eligible U.S.-based Bank of America consumer and small business accounts and affiliate accounts linked to the Service, such as those at Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill").

When used in the Agreement, the term "small business" includes sole proprietors, non-consumer business entities, and individual owners of the business, unless the context indicates otherwise. If you are a small business customer, additional or different terms and conditions applicable to the Services, as well as additional Services available exclusively to small business customers, are included in the Business Services Addendum, which is a part of this Agreement.

When you first set up your Online/Mobile ID, we will link all of your eligible Bank of America and affiliate accounts, including joint accounts. If you open an additional eligible account at a later date, we will link your new account to the Service, unless you tell us not to do so. Unless indicated otherwise by the context, "linked Bank of America accounts" or "linked accounts" refers to all of your accounts with Bank of America and its affiliates that are linked to the Service.

When your Service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer.

Please note that some of the Services may not be available at all times or when using certain digital devices or applications. For example, some functions may be available online through a personal computer, but not



available through our mobile app.

B. Accepting the Agreement

When you apply for, enroll in, activate, download or use any of the Services described in this Agreement or authorize others to do so on your behalf, you are contracting for all Services described in the Agreement and agree to be bound by the terms and conditions of the entire Agreement, as well as any terms and instructions that appear on a screen when enrolling in, activating or accessing the Services.

C. Relation to Other Agreements

Your use of the Services may also be affected by your Deposit Agreement and Disclosures, including the applicable schedule of fees ("Deposit Agreement"), or other agreement with us for your linked Bank of America accounts and/or an agreement with our affiliates for your affiliate accounts linked to the Service, including your investment accounts at Merrill. When an account is linked to the Services, it does not change the agreements you already have with us or our affiliates for that account and you are still subject to the terms and conditions we gave you in the agreement and disclosure for the linked account. The terms and conditions for those account agreements, including any applicable fees, transaction limitations, liability rules and other restrictions that might impact your use of an account with the Services, are incorporated into this Agreement. In the event of a conflict between the terms of those account agreements and this Agreement, the terms of the applicable account agreement will prevail unless this Agreement specifically states otherwise.

If you use the Services to move money between your investment accounts governed by the Merrill Lynch Brokerage Website Terms and Conditions, which you agreed to when you became a Merrill online customer, that agreement, and not this Agreement will apply to your transaction.

2. Internal Transfer Services and Payments to Your Bank of America Loan Accounts From An External Account

A. Transfers Between Your Accounts

You may use the Service to transfer funds between your linked Bank of America and Merrill accounts without a fee on either a one-time or recurring basis, including as a payment to a linked installment loan, credit card or mortgage.

Transfer From	Transfer To	\$ Limit ¹	Cut-off Time (all eastern PM)
Your Checking/Savings account	Your Checking/Savings account	\$9,999,999.99	10:45 ²
Your Checking/Savings account	Your Investment account	\$9,999,999.99	4:45
Your Investment account	Your Checking/Savings or Loan account	\$100,000.00 per calendar day \$250,000 per week	4:45 ^{2,3}
Your Checking/Savings account	Your Loan Account	\$9,999,999.99	10:45 ³
Your Credit Card/ Business Line of Credit/HELOC	Your Checking/Savings or Loan Account	\$9,999,999.99	10:45 ^{2,3}

There are no receiving limits for Internal Transfers between your own accounts.

^{1/} Higher limits may apply for Bank of America Private Bank, Merrill or small business accounts.

^{2/} Transfers to a Bank of America checking or savings account made after the applicable cut-off time indicated above but by 11:59 p.m. on a business day in the State where your checking or savings account was opened, will be posted as of the next business day in your transaction history, but will be included in the balance we use to pay transactions that night. This process may impact when fees apply to your account.

^{3/} Funds transferred as a payment to an eligible credit card, business line of credit, home equity line of credit during draw period ("HELOC"), installment loan or mortgage (together "Loan Accounts") after the applicable cut-off time indicated above but by 11:59 p.m. ET will be credited with the date the payment is submitted. It may take up to 2 business days for these updates to be reflected in your account balances, funds availability, and transaction posting.

One-time transfers may be made at any time and are immediately debited from a checking or savings account's available balance or a credit account's available credit.

Future dated or recurring transfers scheduled for a weekend or a non-business day will be debited from the funding account on the prior business day. All other scheduled and recurring transfers will be debited from the funding account at the beginning of the business day requested.

Future scheduled and recurring transfers can be canceled prior to midnight ET on the business day prior to the date the transfer is scheduled to be made. A one-time immediate transfer cannot be canceled after it has been submitted.

The best way to cancel a future scheduled or recurring transfer is to follow the instructions on our website. The cancel feature is found in the payment activity section. You may also request to cancel a future scheduled or recurring transfer by calling us at **800.432.1000** for consumer accounts and **866.758.5972** for small business accounts. If you are calling from outside of the continental U.S., call us collect at **925.681.7600**.

B. Transfers to Someone Else Using Their Account Number

You may use the Service to make one-time transfers from a linked Bank of America checking, savings, money market or line of credit account to most checking, savings or money market accounts of other Bank of America customers using their account number.

Transfer From	Transfer To	\$ Limit ¹	Cut-off Time (all eastern PM)
Your Checking/Savings account	Checking/Savings account of Someone Else	\$3,500 per 24 hours \$10,000 per week	10:45

^{1/} You may be eligible for higher limits if you add Secured Transfer to receive a one-time passcode on your mobile device or register a USB security key. Higher limits may also apply for Bank of America Private Bank, Merrill or small business accounts.

One time transfers may be made at any time and are immediately debited from a checking or savings account's available balance. A one-time transfer cannot be cancelled after it has been submitted.

You may receive transfers from other Bank of America customers in the aggregate of \$999,999.00 per week.

Internal Transfer send limits for both Sections 2.A and 2.B are set at the customer profile (User ID) and apply to all accounts visible in the "From" dropdown when initiating an Internal Transfer. If you are a small business customer and are not receiving the small business limits, make sure you are logged in with your small business User ID.

C. Payments to Your Bank of America Loan Accounts From An External Account

You may use the Service to make payments on your eligible Bank of America Loan accounts without a fee, on either a one-time or recurring basis, from your consumer asset account maintained at another financial institution that you have added to Transfers. For payments from your linked Bank of America accounts, see Section 2.A above.

Payments to your credit card and vehicle loan accounts from your consumer asset account maintained at another financial institution can be for any amount up to \$9,999,999.99, with the exception of charged-off credit card accounts which have a payment limit of \$249,999.99.

Payments to your mortgage or HELOC loan accounts from your consumer asset account maintained at another financial institution can be for any amount up to \$99,999.99 with escrow payments limited to \$5,000.00.

You certify that any account you add to Transfers is an account from which you are authorized to make payments, and any payment you make using Transfers will debit an account that you are legally authorized to use. When you add an account maintained at another financial institution, you do not change the agreements you have with that financial institution for that account. Please review those agreements for any applicable fees, limitations on the number of transactions you can make, and for other restrictions.

Payments to your Loan accounts from a consumer asset account maintained at another financial institution that are initiated by 11:59 p.m. ET will be applied on the same day. It may take up to 2 business days for these updates to be reflected in your account balances, funds availability, and transaction posting.

If the financial institution upon which your payment is drawn rejects, refuses, or returns the payment, the payment to your Loan account will be reversed and you may incur late payment or other fees. The institution holding your deposit account may impose a returned item or other fee.

Future scheduled and recurring payments to your Loan accounts from your account at another financial institution can be canceled prior to midnight ET on the calendar day prior to the date the payment is scheduled to be made. A one-time immediate payment cannot be canceled after it has been submitted.

The best way to cancel a future scheduled or recurring payment is to follow the instructions on our website. The cancel feature is found in the payment activity section of Transfers. You may also request to cancel a future scheduled or recurring payment by calling us at **800.432.1000** for consumer accounts and **866.758.5972** for small business accounts. If you are calling from outside of the continental U.S., call us collect at **925.681.7600**.

3. Bill Payment Services

This section is not applicable to small business customers participating in the Payments and Invoicing Service described in section 8.0 of the Business Services Addendum, which is a part of this Agreement. You may only be eligible to enroll in one service. Bank of America makes no representations or warranties as to whether a bill payment program that you are eligible to enroll in is appropriate for a particular business. You are solely responsible for determining whether a service that is made available to you is suitable for your business, considering various factors including, but not limited to, payment processing timeframes, timing for delivery of payments, fees, and limits included in the different plans.

A. Bill Pay for Checking, Money Market and Home Equity Line of Credit Accounts

Bank of America customers may use Bill Pay to make payments to companies or individuals ("Payees") in the following manner:

Payments can be scheduled from linked checking, money market savings, and HELOC accounts during the draw period. Note that you may not link HELOC accounts opened in Texas.

Payments can be scheduled from a checking, money market savings or other consumer asset account maintained at another financial institution that you have added to Bill Pay. You certify that any account you add to Bill Pay is an account from which you are authorized to make payments, and any payment you make using Bill Pay will debit an account that you are legally authorized to use. When you add an account maintained at another financial institution, you do not change the agreements you have with that financial institution for that account. Please review those agreements for any applicable fees, limitations on the number of transactions you can make, and for other restrictions that might limit your use of the account with Bill Pay.

Payments can be entered as a one-time transaction up to a year in advance, recurring transactions or as payments that are automatically scheduled upon the receipt of an electronic bill (e-Bill).

Future scheduled or recurring payments that fall on a weekend or a non-business day will be processed on the prior business day.

You authorize us to make payments in the manner we select from the following methods:

Electronic transmission. Most payments are made by electronic transmission.

Corporate check – This is a check drawn on our account or the account of our vendor. If a Payee on a corporate check fails to negotiate the check within ninety (90) days, we will stop payment on the check and re-credit your account for the amount of the payment. If a corporate check is returned to you prior to the end of the ninety (90) day period, please inform us immediately so that we can stop payment on the check and re-credit your account.

Personal check – This is a check drawn on your account when it is presented for payment.

All payments under Bill Pay that are sent care of APO/FPO or similar addresses will be sent by corporate or personal check. Because all such payments will be made by check, they will not be Remittance Transfers (as defined in section 6.F. of this Agreement).

Any obligations that you wish to pay through Bill Pay must be payable in U.S. dollars to a Payee located in the United States. We reserve the right to restrict categories of Payees to whom payments may be made using the Service. We recommend that you not use the Service to make:

- Tax payments
- Court-ordered payments
- Payments to settle securities transactions

Scheduling Bill Payments

The scheduled delivery date is the date you enter for the payment to be delivered to the Payee. For payments made by electronic transmission or corporate check, the payment amount will be debited from the account that you designate on the scheduled delivery date. For payments made by personal check, the account you designate will be debited when the check is presented to us for payment which may occur before, on or after the scheduled delivery date.

Payments (other than payments to a Bank of America Payee) initiated before 5:00 p.m. ET on a business day will be scheduled and begin processing on the same business day. Payments that are entered after this cut-off time or on a day that is a non-business day will be scheduled and processed the next bank business day.

For payments to a Bank of America Payee, such as a vehicle loan, HELOC or mortgage, Bank of America will process and credit the payment to the account effective the same business day, provided the payment is scheduled prior to the 5:00 p.m. ET cut-off. It may take up to 2 business days for these updates to be reflected in your account balances, funds availability, and transaction posting.

For payments to Bank of America credit card and business line of credit accounts, Bank of America will process and credit the payment to the account effective the same day, provided the payment is scheduled by the 11:59 p.m. ET cut-off. It may take up to 2 business days for these updates to be reflected in your account balances, funds availability, and transaction posting.

Bill Discovery Service. At your option, we may offer you the opportunity to add Payees from our service provider's network or, with your consent, to access your credit report to help you identify Payees which you would like to add to this service. Information from these sources may make it easier for you to make payments or add relevant e-bills to your Service.

When you attempt to schedule a payment, we will inform you of the earliest available delivery date. To assure timely payment and obtain the full benefit of the Online Banking Guarantee described below, you must schedule payments, and your account must be in good standing and have sufficient available funds in the designated deposit account to cover the payment, at least five (5) bank business days before the payment due date, NOT the date after which late payment fees may be assessed.

If an account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, which may involve one or more attempts on subsequent business days, it may cause an overdraft in your account in which case you shall be fully responsible for the overdraft and any Overdraft Item Fees, as set forth in your Deposit Agreement, as well as all late fees, interest charges or other action taken by the Payee. If an account has sufficient funds on the scheduled date and we initiate the transfer but the account does not have sufficient funds when the payment posts to your account, we will not charge an insufficient funds fee to your deposit account, but you may incur late fees, interest charges or other action taken by the Payee.

Under our Online Banking Guarantee, if we fail to process a payment in accordance with your properly completed instructions, we will reimburse you for any late payment fees. As indicated above, some payments may be made by a personal check. Since we can't predict the exact date that a personal check will be presented

to us for payment, please make sure you have sufficient funds in your account beginning a few days before your scheduled delivery date and keep such funds available until the payment is deducted from your account.

Bill Pay payments sent via corporate or personal check with different Payee names may be combined in one envelope if those payments have the same mailing address, and your intended Payee has not registered their full/unique mailing address with the USPS, including their secondary address designation, e.g., Suite, Room, Floor, Dept., Building, or Unit. If we need to, we'll change or reformat your Payee account number to match the account number or format required by your Payee for electronic payment processing and eBill activation.

B. Bill Pay for Credit Card or Vehicle Loan (automotive, recreational vehicle, boat or aircraft) Only Customers

Bank of America credit card or vehicle loan account only customers may use Bill Pay in the following manner:

Payments to your Bank of America credit card or vehicle loan up to \$249,999.99, can be scheduled from a checking, money market savings or other consumer asset account maintained at another financial institution that you have added to Bill Pay.

Payments can be entered as a one-time transaction up to a year in advance, or as payments that are automatically scheduled upon the receipt of an e-Bill.

Payments to your credit card or business line of credit account initiated by 11:59 p.m. ET will be applied on the same day. Payments entered after this cut-off will be scheduled and processed on the next calendar day.

Payments to your vehicle loan account initiated before 5 p.m. ET on a business day will be applied on the same day. Payments entered after this cut-off will be scheduled and processed on the next business day.

If the financial institution upon which your payment is drawn, including Bank of America, rejects, refuses, or returns the payment, the payment to your Bank of America credit card, business line of credit or vehicle loan will be reversed and you may incur late payment or other fees. The institution holding your deposit account may impose a returned item or other fee.

C. E-Bills

E-Bills is a feature of the Bill Pay Service that enables you to receive bills electronically from participating Payees

Approval of e-Bills

Participating Payees establish their own criteria for reviewing requests to receive e-Bills and have sole discretion to accept or decline your request.

Accessing e-Bills from a Third Party

In some cases we obtain the e-Bill from the web site of the Payee. To do so, we will ask you for information needed for this purpose, such as any required password. When you provide this information, you authorize us to access the third party web site to retrieve the account information on your behalf, and you appoint us your agent for this limited purpose.

Timely Delivery of e-Bills.

We take no responsibility if a Payee does not provide the necessary data to forward an e-Bill in a timely manner. If you do not receive an e-Bill, it is your responsibility to contact the Payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your e-Bill details should be directed to your Payee.

Stop e-Bills

You or we can cancel the e-Bill service, or a particular e-Bill at any time. If you request that a particular e-Bill be discontinued, we require seven (7) business days for the Payee to receive and process the request. If an e-Bill from a Bank of America Payee is canceled, any e-Bills previously delivered but not paid will be removed from your list of payable e-Bills.

Privacy

When you request e-Bills from a participating Payee you may be asked to provide certain information that will be forwarded to the Payee to complete your enrollment. When you provide this information, you authorize us to share it with the Payee.

Introductory e-Bill Opportunity

You understand and agree that selected Payees may provide e-Bills to you through Bill Pay for up to three

months in order to introduce you to the convenience of Bill Pay. We will notify you in advance of such introductory opportunities. Bank of America does not have access to and does not store detailed billing information contained in the e-Bill. Only you will have access to the detailed bill information. If at any time you choose not to participate in this introductory e-Bill opportunity, you have the following options:

You can discontinue a specific e-Bill by signing into Bill Pay and selecting "cancel the e-Bill trial."

To be removed from all future e-Bill trial enrollments, please e-mail customer care at optoutebill@customercenter.net from the email address that you use for the Service.

If you wish to continue to receive the e-Bills after the introductory period, please follow the instructions at the e-Bills page of Bill Pay.

D. Limits

Bill payments from your Bank of America account can be for any amount up to \$99,999.99. Please note, however, that some Payees may place limits on the amount they will accept via electronic transmission. When the limit is exceeded, the payment will be remitted by check.

E. Canceling Bill Payments

In order to cancel a bill payment (including a payment you scheduled from an account maintained at another financial institution), follow the directions provided in Bill Pay. The cancel feature is found in the payment activity section. You may also request to cancel a future scheduled or recurring transfer by calling us at **800.432.1000** for consumer accounts and **866.758.5972** for small business accounts. If you are calling from outside of the continental U.S., call us collect at **925.681.7600**.

Future-dated or recurring payments can be canceled prior to 5 p.m. ET on the third bank business day prior to the scheduled delivery date. Once a payment has begun processing, it cannot be canceled.

If a check has been issued for your bill payment, any stop payment provisions that apply to checks in the agreement governing your bill pay funding account will also apply to Bill Pay.

F. Fees

There are no service fees for use of the Bill Pay Service.

4. Zelle® Network Service (Email and Mobile Transfers)

A. Description of Service

We have partnered with the Zelle® Network to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses or mobile phone numbers. We will refer to financial institutions that have partnered with Zelle as "Network Banks."

Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank.

Transfers will be governed by the rules of any funds transfer system through which the transfers are made, as amended time from time, including, without limitation, the National Automated Clearing House Association ("NACHA") or real time payment services ("RTP").

THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

B. Eligibility and User Profile

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments.

The Service allows you to send or receive money using your consumer or small business deposit account. We reserve the right to suspend or terminate your use of the Service if we believe, in our sole discretion, that you are using the Service for other purposes, or if we believe you are using the Service in a manner that exposes Bank of America or Zelle to liability, reputational harm or brand damage, including but not limited to using the Service to request, send or receive money related to any of the following:

Illegal or brand damaging activities include, but are not limited to:

Any activity that is illegal under federal or applicable state law (e.g., drugs, gambling, counterfeit goods);

Firearms, ammunition and other weapons;

Sexual activities or materials;

Pornography;

Materials that promote intolerance, violence or hate;

Ponzi schemes;

Traveler's checks, money orders, equities, annuities, or currencies;

Digital currencies such as bitcoins;

Terrorist funding;

Fraud, for example:

i. Unauthorized Payments that occur in instances of account takeover, lost/stolen debit cards or account information, etc.;

ii. Scams - Recipient convinces a Sender to send money with Zelle by (i). pretending to be or to represent another person or entity; or (ii). offering to provide a good, service, or additional funds while intending to provide nothing in return.

Money laundering

Use of the Zelle Payments Service in a manner for which it was not intended, or in a way that another customer finds harassing or inappropriate (e.g., use of memo fields to communicate with another customer with no intention of processing a Payment).

We may determine other eligibility criteria in our sole discretion.

C. Enrolling for the Service

i. You must provide us with an email address that you use and access regularly and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time.

You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

ii. Once enrolled, you may:

a. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and

b. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

iii. If at any time while you are enrolled, you do not receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

D. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, *Zelle* may or our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- i. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. You are also responsible for the content of the memos you send using *Zelle*. Please check your mobile service agreement for details or applicable fees.
- ii. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, (ii) inactivated or removed by your provider, or (iii) changed by you. For your security, if we notice changes to your email or mobile number, or we are unable to deliver notifications, we may delete it and notify you.
- iii. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name and the memo that you sent.
- iv. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- v. To cancel text messaging from us, text STOP to **53849**. This will unenroll you from the Service. For help or information regarding text messaging, text HELP to **53849** or contact our customer service at **800.933.6262** for consumer accounts and **866.758.5972** for small business accounts. You expressly consent to receipt of a text message to confirm your "STOP" request.
- vi. Bank of America's *Zelle* notifications are supported by many carriers, like AT&T, T-Mobile, Sprint, and Verizon Wireless. Check with your individual carrier to confirm availability.
- vii. We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, customer type, mobile device identifiers and other device and subscriber status information) to Bank of America or its service providers, which they may use for the duration of your business relationship with them, solely to verify your identity and help prevent fraud. See *Zelle's* Privacy Policy [<https://www.zellepay.com/privacy-policy>] for how it treats your data. For Bank of America's Privacy Policy, go to our Web site at <https://www.bankofamerica.com/privacy>.

E. Receiving Money; Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we block a payment that you have initiated through a request for money, we will notify you by email.

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

F. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Bank to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with Zelle, either in the Zelle mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another user, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. During this period, and in any other circumstance when we need additional time to verify the transfer details, a hold will be placed on your account for the amount of the transfer. You understand and acknowledge that a person to whom you are sending money and who is not enrolled as a User may fail to register with Zelle, or otherwise ignore the payment notification, and the transfer may not occur. If the person to whom you are sending money does not enroll, set up an email address or mobile number and accept the transfer within 14 days, the transfer will be canceled.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. We will notify you by email if we block a payment that you have initiated using the Service.

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

G. Liability

Except as otherwise provided in this Agreement, neither we nor Zelle shall have liability to you for any transfers of money under the Service, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Service.

For information regarding your liability for unauthorized transactions, see section 8 of this agreement.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. NEITHER WE NOR ZELLE OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

H. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless us, Zelle, our and their owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

I. Fees

There is no fee for sending or receiving a transfer under the Service.

J. Cancellation

A transfer submitted through the Service may not be canceled once the recipient has enrolled. If the recipient has not yet enrolled, you may cancel by going to the Zelle section of the Bank of America website or mobile app and tapping on "Activity".

K. Limits

The following limits apply to Zelle transfers.¹

	Every 24 hours	Every 7 days	Every Month
Consumer	\$3500 / 10 transactions	\$10,000 / 30 transactions	\$20,000 / 60 transactions
Small Business ²	\$15,000 / 20 transactions	\$45,000 / 60 transactions	\$60,000 / 120 transactions

¹/Private Bank and Merrill Lynch Wealth Management clients may be subject to higher dollar limits and total transfers. Please contact your advisor for more information on your limits.

²/ Zelle send limits are set at the customer profile (User ID) and apply to all accounts visible in the "From" dropdown when initiating a Zelle payment. If you are a small business customer and are not receiving the small business limits, make sure you are logged in with your small business User ID.

There are no receiving limits for Zelle transfers.

5. Real Time Payment Network Service

A. Description of Service

You can use the Real Time Payments Service ("RTP") to receive a Request for Payment ("RFP") from other individuals or businesses with a bank account at a financial institution participating in RTP ("hereinafter Payee") and to pay such RFPs from an eligible checking account to that Payee using RTP.

B. Eligibility and Enrollment

Transfers using RTP may be made only in U.S. Dollars and only between accounts at banks located in the United States that are participating in RTP. When you enroll to use RTP to receive RFPs or send payments, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize payments from the enrolled bank account.

In order to avoid potential duplicate payments to the same biller, you agree to turn off any e-bills or other duplicate electronic billings or recurring payment arrangements you have with the same Payee from whom you elect to receive a RFP. Failure to do so may result in over payments.

You agree that you will not send money to anyone for any purpose that is prohibited by law.

You may make payments using your consumer checking account. We may require you to validate certain account information before you are permitted to send a payment using RTP. We reserve the right to suspend or

terminate your use of RTP if we believe, in our sole discretion, that you have violated any of these terms or conditions or are otherwise engaging in a fraudulent or other illegal manner.

C. Sending a Payment

Upon your receipt of a RFP, you may respond by making a payment in an amount you designate to the Payee submitting that RFP or you can elect to disregard the RFP. You may make a one-time immediate payment or a future-scheduled payment in response to a RFP. Recurring payments are not available at this time. You may make payments 24 hours a day, 7 days a week, including weekends and holidays.

By making a request to send a payment, you authorize us to debit your account for the amount of the payment and to transfer that amount to the Payee you designate. You also understand that your account will be debited immediately for a one time immediate payment, or on the date you have scheduled for a future-scheduled payment, in the amount you have designated and a transfer will be made in real time to that Payee's financial institution. However, we do not control when the financial institution will credit the intended Payee's account or when your account with the Payee will reflect the payment. If we fail to process a payment in accordance with your properly completed instructions and the RTP requirements, we will reimburse you for any late payment fees charged by the Payee, in addition to any other remedies that may be available to you under Section 8 of this Agreement.

Since all payments are irrevocable and cannot be reversed, you should be careful to verify that the RFP you receive is from a Payee you know and trust and that the amount you enter is correct before sending a payment. We make no representations or warranties that the information contained in a RFP is accurate and complete. It is your responsibility to verify the accuracy of that information prior to sending a payment. You will still be responsible for any payment you authorize us to make even if you enter the wrong amount. We will not be liable for any typographical, keystroke or other errors made by you.

We do not offer a protection program for authorized payments made through RTP. We will not be liable if you do not receive the goods or services that you paid for, or if the goods or services are damaged or otherwise not what you expected. You are responsible for resolving any such disputes you may have with the Payee to whom you sent a payment through RTP.

D. Fees

There is no fee for receiving a RFP or making payments in response to a RFP using RTP.

E. Cancellation

Immediate transfers made using RTP are irrevocable and cannot be reversed or stopped once made. Future-scheduled payments may be cancelled by 11:59 p.m. ET on the business day prior to the scheduled transfer by going to the Transfers section of the Bank of America website or mobile app and tapping on "Activity".

F. Limits

The following limits will apply to payments sent using RTP*:

	Every 24 hours	Every 7 days	Every Month
Consumer checking	\$3500 / 10 transactions	\$10,000 / 30 transactions	\$20,000 / 60 transactions

*Private Bank and Merrill Lynch Wealth Management clients may be subject to higher dollar limits and total transfers. Please contact your advisor for more information on your limits.

G. Liability for Unauthorized Transfers

For information regarding your liability for unauthorized transactions, see section 8 of this Agreement.

6. ACH and Wire Transfers

Transfers sent outside of the United States that are initiated by consumers primarily for personal, family or household purposes ("Remittance Transfers"), are governed by federal law (see section 6.F below). This Agreement governs not only Remittance Transfers, but also certain other transfers between your linked accounts at Bank of America and your accounts at other financial institutions, or to someone else's account, using an account number and financial institution identifier.

For transfers other than Remittance Transfers, including general questions, requests for cancellation of payments and transfers, or to report unauthorized transactions, please call us at **800.432.1000** or **866.758.5972** for small business accounts, available Monday through Friday from 7:00 a.m. to 10:00 p.m., and Saturday and Sunday from 8:00 a.m. to 5:00 p.m., local time. From outside of the continental U.S., call us collect at **925.681.7600**.

You may also write us at:

Bank of America
FL1-300-02-07
P.O. Box 25118
Tampa, FL 33622-5118

For Remittance Transfers, please see the contact information in Section 5.F. below.

A. Security Procedures

By enrolling in the Service and accessing it using your User ID and password, and such other security and identification methods as we may require from time to time, such as security questions or one-time passcodes, you acknowledge and agree that this system includes security procedures for transfers initiated through this Service that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use of your password and we had a reasonable opportunity to act on such notice.

B. Types of ACH and Wire Transfers

You may send and receive the following types of ACH and Wire transfers:

Types of Transfers ^{1, 2}	Sending Limits (per transaction) ³	Receiving Limits (per transaction) ³	Fees ⁴	Cut-Off Times (all eastern PM)
Three Business Day ACH (outbound)				
Consumer	\$1000	N/A	\$3.00	8:00
Small Business	\$5000		\$1.00	8:00
Three Business Day ACH (inbound)				
Consumer	N/A	\$1,000	\$0.00	8:00
Next Business Day ACH (outbound)				
Consumer	\$1000	N/A	\$10.00	8:00
Small Business	\$5000		\$5.00	8:00
Next Business Day ACH				

(inbound) ⁵					
Consumer	N/A	\$1,000	\$0.00		8:00
Same Business Day (domestic) Wire Transfer (outbound)					
Consumer	\$1000	N/A	\$30.00		5:00
Small Business	\$5000		\$30.00		
International Wire Transfer (outbound) ⁶					
Consumer	\$1000	N/A	\$45.00 (US Dollar transfer)		5:00
Small Business	\$5000		\$0.00 (Foreign currency transfer)		
			\$45.00 (US Dollar transfer)		
			\$0.00 (Foreign currency transfer)		

^{1/} For domestic transfers, funds will be debited from your Bank of America account on the business day you direct us to initiate processing of the transfer, and typically will be credited to the receiving account on the same business day, next business day or third business day after the transfer is initiated, depending on your choice.

^{2/} For Direct Payments Service, see the Business Services Addendum for details on fees and limits.

^{3/} Daily and monthly limits may also apply. You may be eligible for higher transaction limits if you add Secured Transfer to receive a one-time passcode on your mobile device or register a USB security key. Higher transaction limits may also apply for Bank of America Private Bank, Merrill or small business accounts.

^{4/} You will be charged \$25 for each transfer trace that you ask us to execute for you. International transfers may be subject to additional fees charged by intermediary, receiving and beneficiary banks.

^{5/} To be eligible to receive a next business-day ACH transfer, you must first have received an aggregate of \$500.00 in one or more three business day ACH transfers, and the first three business day ACH transfer must have been at least 60 days prior to the first next business day ACH transfer.

^{6/} For international outbound transfers, funds will be debited from your Bank of America account on the business day you direct us to initiate processing of the transfer. Bank of America will send the payment out on that business day and, except for Remittance Transfers the beneficiary's bank typically receives the funds 1 to 2 business days later and the funds typically will be credited to the beneficiary within 2 business days. See Section 6.F for special rules applicable to Remittance Transfers.

ACH/Wires send limits are set at the customer profile (User ID) and apply to all accounts visible in the "From" dropdown when initiating an ACH/Wire payment. If you are a Small Business customer and are not receiving the Small Business limits, make sure you are logged in with your Small Business User ID.

You may also move money within the U.S. without a transfer fee by using Zelle (described in Section 4 above) or Bill Pay (described in Section 3 above). ACH and Wire transfers are alternatives that allow you to transfer funds when delivery of funds domestically by a specific date is critical or when you are transferring funds outside the U.S.

C. Transfer Rules

Small business customers may transfer funds from their business checking account to an individual's or vendor's account at another financial institution, but may not transfer funds from an external account to their small business account. Before scheduling a transfer to an individual, you agree that you will have received a signed authorization from the payee, and that the authorization will not have been revoked. You agree to provide a copy of the authorization to us upon our request. Before scheduling any vendor payment, you agree that you will have received authorization from the vendor to make the payment by electronic means.

You will need to provide certain identifying information about each non-Bank of America account in order to register that account for this Service. For inbound transfers, you agree that you will only attempt to register non-Bank of America personal accounts that you own or for which you have the authority to transfer funds.

Same-Business-Day Wire transfers are not available for inbound transfers. Transfers to accounts located

outside the United States are available for outbound transfers only and are subject to the delivery times indicated above. Next-Business-Day and Three-Business-Day ACH transfers are not available for international transfers.

Bank of America cannot guarantee the timely delivery or return of funds as a result of the failure of another financial institution to act in a timely manner. Please note that beneficiary banks located in some countries may take several days or even weeks to credit the receiving account. There may be some risk in making a transfer to a slow-to-pay country. Currency conversion charges also may apply to international outbound transfers.

For each transfer, we will e-mail a confirmation to you at the e-mail address indicated in our records. The confirmation will note the date and the amount of the transfer and the bank or institution to or from which the transfer was made. You agree to examine the confirmation promptly upon receipt and to notify us immediately of any discrepancy between the confirmation and your records. Bank of America will not be liable for interest compensation, as otherwise set forth in this Agreement, unless Bank of America is notified of the discrepancy within 30 days from the date of your receipt of the confirmation or your bank statement including the transfer, whichever is earlier. You acknowledge and agree that if a payment order relating to a transfer describes a beneficiary inconsistently by name and account number, payment might be made by the beneficiary's bank on the basis of the account number, even if it identifies a person different from the named beneficiary, and that your obligation to pay the transfer issued by you to us shall not be excused by such payment.

You agree that you will have sufficient available funds in the designated deposit account to cover all transfers on the date scheduled. If an account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, which may involve one or more attempts on subsequent business days, it may cause an overdraft in your account in which case you shall be liable for the overdraft and any overdraft fees, as set forth in your Deposit Agreement.

You agree that Bank of America may use any means or routes which we in our sole discretion consider suitable to execute your transfer. For small business customers, if you transfer funds in U.S. dollars to a non-U.S. dollar account, your payment may be converted into the local currency by any originating, intermediary or receiving bank, payment system or payment service provider, including Bank of America or an affiliate, as applicable. We and/or an affiliate include a mark-up or fee on such currency conversion and may profit in connection with any such currency conversion. Bank of America hereby gives notice that Same-Business-Day domestic transfers and international outbound transfers may be executed through Fedwire, a funds transfer system operated by the Federal Reserve Banks, through CHIPS (Clearing House Interbank Payments System), a funds transfer system operated by The Clearing House or through SWIFT (Society for Worldwide Interbank Financial Telecommunication). With respect to payment orders relating to the transfer which are executed through Fedwire, Federal Reserve Regulation J and all applicable Federal Reserve operating rules shall govern the payment orders. With respect to payment orders relating to the transfer which are executed through CHIPS, the CHIPS Operating Rules shall govern the payment orders. With respect to payment orders relating to the transfer which are executed through SWIFT, the SWIFT operating rules shall govern the payment orders. However, with respect to Remittance Transfers, to the extent of any inconsistencies between the above referenced rules and the provisions of the Electronic Funds Transfer Act ("EFTA"), the provisions of EFTA shall prevail. Notwithstanding anything to the contrary contained herein, the rights and obligations that apply to Remittance Transfers are set forth in the EFTA and, as applicable, as set forth in New York law. Three-Business-Day ACH transfers and Next-Business-Day ACH transfers may be made through the Automated Clearing House processor selected by us or directly to another bank, and you agree will be subject to the National Automated Clearing House Association rules or our agreement with the other bank, in effect at such time, as applicable.

Future scheduled or recurring transfers scheduled for a weekend or a non-business day will be processed on the prior business day.

D. Cancelling Transfers

Except for Remittance Transfers, if you direct us to begin processing a transfer immediately or a transfer's status is In Process or Processed, you no longer have the right to cancel it. Bank of America may at its option accept your cancellations or amendments to a transfer. You acknowledge that if Bank of America attempts to cancel or amend a transfer, then the reversal request or amendment must be agreed to by each financial institution which has accepted a payment order related to the transfer at issue before it will be acted upon and you further agree that Bank of America shall have no liability if a cancellation or amendment is not completed.

Except for Remittance Transfers, you can cancel future scheduled and recurring domestic transfers prior to midnight ET on the date processing for the transfer is scheduled to be initiated by accessing the Transfers page and selecting To/From my accounts at other banks or To someone else or business. This is the preferred method for cancelling transfers. You may also request to cancel a future scheduled or recurring transfer by calling us at **800.432.1000** for consumer accounts and **866.758.5972** for small business accounts. If you are calling from outside of the continental U.S., call us collect at **925.681.7600**. After you cancel a future-dated transfer, the status changes to Canceled.

Once an international outbound transfer has been sent, or, in the case of Remittance Transfers, after the 30 minute cancellation period has passed, you may request that a transfer be recalled, and we will communicate your request to the beneficiary's bank. If the beneficiary's bank agrees to return the funds to us, then upon confirmation of receipt of funds in our account, we will credit your account at the current Bank of America retail buy rate for that currency that day (see below). Please note that the exchange rate may be different from the

original rate applicable to the transfer, which may result in a loss to you. Furthermore, the beneficiary's bank may assess charges for their services, which will be deducted from the amount returned to you. We will have no liability to you if the beneficiary's bank or foreign beneficiary refuses your request to recall the international wire transfer.

If a transfer is returned by the receiving bank or beneficiary's bank for no fault of ours, we will credit your account at the current Bank of America retail buy rate for the currency that day (see below). Please note that the exchange rate will be different from the original rate applicable to the transfer, which may result in a loss to you. Furthermore, a returning bank and/or beneficiary's bank may assess charges for their services, which will be deducted from the amount returned to you.

Please see Section 6.F for the cancellation procedures applicable to Remittance Transfers.

E. Liability

The following applies to Same-Business Day Domestic Wire transfers and all ACH and Wire transfers from a business account. The liability for Three-Business Day ACH transfers and Next-Business Day ACH transfers involving a transfer to or from a Bank of America consumer account is described in Section 8 below. The liability for Remittance Transfers is described in Section 6.F. below.

If we fail or delay in making a transfer pursuant to your instructions, or if we make a transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law or as otherwise provided in this Agreement, our liability shall be limited to correcting the error. If we make a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use, unless otherwise required by law or as otherwise provided in this Agreement, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where Bank of America is headquartered for each day interest is due, computed on the basis of a 360-day year. Unless otherwise required by law, in no event will Bank of America be liable to you for special, indirect or consequential damages including, without limitation, loss or damage from subsequent wrongful dishonor resulting from our acts or omissions or lost profits, even if we are advised in advance of the possibility of such damages. We shall not be liable for your attorney's fees, except as required by law.

You expressly agree that Bank of America shall be liable to you only for our negligent performance or non-performance of the ACH and Wire Transfer services, and that our responsibility shall be limited to the exercise of reasonable and ordinary care. Unless otherwise required by law, Bank of America shall not be liable for any error or delay on the part of any third party or for any other act or omission of any third party, including without limitation third parties used by Bank of America in executing any payment order relating to a transfer or performing a related act, and no such third party shall be deemed to be our agent.

We do not accept any liability for our exchange rates. Any and all liability relating to this information and the rates provided herein is disclaimed, including without limitation, direct, indirect, or consequential loss, and any liability if our exchange rates are different from rates offered or reported by third parties, or offered by us at a different time, at a different location, for a different transaction amount, or involving a different payment media (including, but not limited to bank notes, checks, wire transfers etc.) For Remittance Transfers, the exchange rate to be applied to the transfer will be set forth in disclosures provided to you for the transfer in accordance with federal law.

F. Special Rules for Remittance Transfers

The following applies to Remittance Transfers.

As described above, a Remittance Transfer is an electronic transfer of funds initiated by a consumer primarily for personal, family or household purposes to a designated recipient in a foreign country. Federal law provides certain rights and obligations related to Remittance Transfers that may differ from rights and obligations that apply to other types of funds transfers, including disclosure, cancellation and error resolution rights. Your rights with respect to Remittance Transfers will be explained to you in a disclosure provided to you at the time you initiate each Remittance Transfer.

Prior to sending a Remittance Transfer, we will provide you with certain important disclosures including, if applicable: (i) the amount that will be transferred to the recipient, (ii) a description of any fees or taxes we impose, (iii) the total amount of the transaction (which is the sum of (i) and (ii) above,) and (iv) the exchange rate we will use in the event you tell us that the receiving account is denominated in a foreign currency and you identify such currency. In addition, if you chose to transfer money in foreign currency, the disclosures will also include the following items in such foreign currency: (x) the transfer amount, (y) the fees imposed by third parties in connection with the transfer, and (z) the total amount to be received by the recipient (which is the difference between (x) and (y) above.) Please note the recipient may receive less than the total amount.

disclosed due to foreign taxes and fees charged by the recipient's financial institution for receiving a Remittance Transfer into an account, which are not required to be disclosed.

Once you confirm your acceptance of the Remittance Transfer terms, you will be shown a receipt which includes the items listed above and, in addition, (i) the date the funds will be available to the recipient, (ii) information you provide that identifies the recipient, and (iii) a statement of your rights in the event of an error or if you wish to cancel the transfer, as described below.

You are hereby notified that in the event that you provide an incorrect account number or institutional identifying number, and we are not able to recover the funds, you may lose the amount of the payment order.

If you think there has been an error or problem with your Remittance Transfer:

Call us at **877.337.8357**; or, from outside the U.S. call us collect at **302.781.6374**.

You can also write to us at:

Bank of America, N.A.
PO Box 25118
Tampa, FL 33622-5118

Frequently asked questions about wire transfers including error resolution procedures, can be viewed by accessing <https://www.bankofamerica.com/deposits/wire-transfers-faqs/>.

You must contact us within 180 days of the date we indicated to you that funds would be made available to the recipient. When you do, please tell us:

1. Your name and address or telephone number;
2. The error or problem with the transfer, and why you believe it is an error or problem;
3. The name of the person receiving the funds, and if you know it, his or her telephone number or address;
4. The dollar amount of the transfer; and
5. The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

What to do if you want to cancel a Remittance Transfer:

You have the right to cancel a Remittance Transfer and obtain a refund of all funds paid to us, including any fees, within 30 minutes of your confirmation of the transfer. The best way to cancel a transfer is to log in to your account at www.bankofamerica.com and select Transfers>Send Money To Someone>Using their account number at another bank to access the right transfers activity tab. Alternatively, you may call us at **877.337.8357**, Monday through Friday from 7:00 a.m. to 10:00 p.m., and Saturday and Sunday from 8:00 a.m. to 5:00 p.m., local time. From outside the U.S., call us collect at **302.781.6374**. When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account.

G. Currency Exchange Rates

We may determine a currency exchange rate and assign it to your transaction without notice to you. Exchange rates fluctuate, at times significantly, and you acknowledge and accept all risks that may result from such fluctuations. If we assign an exchange rate to your foreign exchange transaction, that exchange rate will be determined by us in our sole discretion based upon such factors as we determine relevant, including without limitation, market conditions, exchange rates charged by other parties, our desired rate of return, market risk, credit risk and other market, economic and business factors, and is subject to change at any time without notice. You acknowledge that exchange rates for retail and commercial transactions, and for transactions effected after regular business hours and on weekends, are different from the exchange rates for large inter-bank transactions effected during the business day, as may be reported in The Wall Street Journal or elsewhere. Exchange rates offered by other dealers or shown at other sources by us or other dealers (including online sources) may be different from our exchange rates. The exchange rate you are offered may be different from, and likely inferior to,

the rate paid by us to acquire the underlying currency. We reserve the right to refuse to process any request for a foreign exchange transaction.

We provide all-in pricing for exchange rates. The price provided may include profit, fees, costs, charges or other mark ups as determined by us in our sole discretion. The level of the fee or markup may differ for each customer and may differ for the same customer depending on the method or venue used for transaction execution.

We do not accept any liability for our exchange rates. Any and all liability for our exchange rates is disclaimed, including without limitation direct, indirect or consequential loss, and any liability if our exchange rates are different from rates offered or reported by third parties, or offered by us at a different time, at a different location, for a different transaction amount, or involving a different payment media (including but not limited to bank-notes, checks, wire transfers, etc.).

7. Online Banking Alerts

A. General Information

We provide four types of alerts:

1. General & Security Alerts are sent to you when important changes are made online to your account, such as changing your email or home address, telephone number, User ID or password, or unusual card activity.

General and Security alerts are automatically activated and sent to your primary email address. If you choose, you may turn off General alerts, but not Security alerts.

2. Automatic Alerts provide you with important account notifications, such as information about a money transfer, insufficient funds or availability of a paperless statement.

Automatic alerts are automatically activated and sent to your primary email address only. You may not turn off Automatic Alerts.

3. Account Alerts allow you to choose optional alert messages for your accounts, such as payment reminders or transaction alerts for credit or debit card charges.

You must select and activate account alerts; you can turn off account alerts at any time.

4. Personalized insights and guidance to help manage your finances which are sent through Mobile app push notifications. Insights are automatically activated; you can turn off insights at any time.

Alerts are subject to the following:

We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Because alerts are not encrypted, we will never include your full account number. However, alerts may include your name and some information about your accounts, such as your account balance or due date. Anyone who has access to your messages could view the alert information.

Alerts will be sent to the email address you have provided as your primary email address for online banking. For General & Security and Account Alerts, you can also choose to have these sent to a secondary email address, a mobile device that accepts text messages or a mobile device that can receive our Mobile App Alerts through a push notification system. You can control mobile Push notification delivery within the Bank of America mobile app. If your email address or your mobile number changes, you are responsible for informing us of that change. While Bank of America does not charge for the delivery of the alerts, please be advised that text or data charges or rates may be imposed by your carrier.

We do our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control (such as system failures or misdirected delivery). We don't guarantee the delivery or accuracy of alerts. You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert or for any actions taken or not taken by you or a third party as the result of an alert.

B. Mobile Text Alerts

1. Online Banking Alerts via Text Message

You have the option of adding a mobile phone number to your online banking profile. By adding a mobile phone number to your online banking profile, you are certifying that you are the account holder for the mobile phone

account or have the account holder's permission to use the mobile phone number for online banking. You are also consenting to receive online banking Alerts using auto-dialer technology and to receiving text messages. Text message fees may apply depending on your mobile carrier plan.

You can text STOP to **692632** at any time to stop SMS text alerts that you activated on the Alerts Settings pages. Alerts sent to your primary email address won't be affected by this action. To restore text alerts, go to the Alerts Settings pages and reactivate the alerts. For help with SMS text alerts, send the word HELP to **692632**.

2. Security Alerts via Text Message

We may also send credit card, business line of credit and/or debit card security text alerts to your mobile phone number when applicable. Text alerts will be delivered from a short code number which are Free to End User (FTEU), however, data rates may apply depending on your mobile carrier plan. You can opt out of security alerts anytime by sending the word STOP to the applicable short codes below. Opting out of the alerts will automatically STOP all security alerts from being sent to you. If you need further assistance text HELP to any of the following codes for more information.

Product>	Short Code	Toll Free Number
Credit Card Security Alerts	322632	844.585.0488
Debit Card Security Alerts	39989	844.585.0485
Small Business Credit Card Security Alerts	96264	800.427.2399
Check Fraud Security Alerts	86006	877.887.8935
Digital Banking Security Alerts	55983	866.500.6260
Account Takeover Security Alerts	56433	866.376.7091
Zelle Payment Security Alerts	80814	866.376.4584

Account Restrictions alerts are sent from short code **85594**. You can opt out of this alert any time by texting STOP to **85594**. Opting out of this alert will automatically stop these account restriction alerts from being sent to you. Text HELP for SMS help, or call us at **800.427.2449**

For information about our privacy and security practices and a link to our U.S. Consumer Privacy Notice, go to our website at <https://www.bankofamerica.com/privacy>

8. Error Resolution Procedures for Consumer Accounts

A. In Case of Errors or Questions About Your Electronic Transactions

Send us a secure online mail message or call us at **800.432.1000**

If you are calling from outside of the continental U.S., call us collect at **925.681.7600**

You may also write us at:

Bank of America

FL1-300-02-07

P.O. Box 25118

Tampa, FL 33622-5118

Contact us immediately if you think:

Your statement or transaction record is wrong

You need more information about a transaction listed on your statement

An unauthorized person has discovered your Online Banking password

Someone has transferred or may transfer money from your account without your permission

We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared (or 90 days if the problem or error relates to a transfer from an account maintained at another financial institution). Please see section 7B below regarding reporting an error involving an unauthorized transaction.

If you tell us verbally, we may require you to send us your complaint or question in writing or via email within ten (10) business days (Online Banking customers may use secure online mail). When you contact us, please provide the following information:

Your name and account number

The date and dollar amount of the transaction in question

The name of the Payee if the transaction in question is a bill payment

The transaction number assigned by Online Banking, if available

A description of the transaction about which you are unsure

Please explain as clearly as you can why you believe there is an error or why you need more information.

We will determine whether an error occurred within 10 business days after we hear from you, and we will promptly correct any error we have made. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive your letter in 10 business days, we reserve the right not to provisionally credit your account. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question and up to 20 business days to provisionally credit your account.

We will tell you the results within 3 business days after we complete our investigation. If we conclude there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

If your transaction was a Remittance Transfer (transfer of funds initiated by a consumer primarily for personal, family or household purposes to a designated recipient in a foreign country), please see the error resolution procedures in Section 6.F.

B. Limitation of Liability for Online Banking Transactions

Tell us at once if you believe your Online Banking password has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your Online Banking services could cause you to lose all of your money in your accounts, plus any amount available under your Balance Connect™ overdraft protection service.

You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction has been sent to you (or 90 days if the transaction was from an account maintained at another financial institution). If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period (or 90 day period if the transaction was from an account maintained at another financial institution), if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

If you give your User ID and password and grant authority to make transfers to a person who exceeds the authority given, you are responsible for all transactions that person performs unless you notify us that the transfers by that person are no longer authorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

Note: These liability rules are established by Regulation E, which implements the federal Electronic Fund Transfer Act and does not apply to business accounts. Our liability policy regarding unauthorized Online Banking transactions on consumer deposit accounts may give you more protection, provided you report the transactions promptly. Also, the state law applicable to your account may give you more time to report an unauthorized transaction or may give you more protection.

C. Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your account on time, or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable:

If, through no fault of ours, you don't have enough available funds in your account (or available funds under your Balance Connect™ overdraft protection service), or credit to cover the transaction or transfer

If Online Banking services weren't working properly, and you knew about the malfunction when you started the transaction or transfer

If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we've taken

If there are postal delays or processing delays by the Payee

There may be other exceptions not specifically mentioned

D. Our Liability for ACH and Wire Transfers

For the provisions governing our liability for Same-Business Day Outbound wire transfers and international transfers please see Section 6. Our liability for Three-Business Day ACH transfers and Next Business Day ACH transfers involving a transfer to or from a Bank of America consumer account is as described in this Section 8.

9. Additional Provisions Only Applicable to Small Business Accounts

A. Protecting Passwords

If you think your password may have been compromised, or you believe there has been unauthorized or erroneous online activity with respect to your account, contact us at **866.758.5972**. If you are calling from outside of the continental U.S., call us collect at **925.681.7600**.

You agree that we may send notices and other communications, including password confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Bank of America will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: 1) keep your password secure and strictly confidential, providing it only to authorized signers on your account(s); 2) instruct each person to whom you give your password that he or she is not to disclose it to any unauthorized person; and 3) immediately notify us and select a new password if you believe your password may have become known to an unauthorized person. Bank of America will have no liability to you for any unauthorized payment or transfer made using your password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We may suspend or cancel your password even without receiving such notice from you, if we suspect your password is being used in an unauthorized or fraudulent manner. For businesses who use the additional services described in the Business Services Addendum, this section applies to all Online Banking passwords, including those assigned to users or Administrators. You are responsible for all transactions performed by you and any designated user(s), including Administrator(s), whether you specifically authorize the transactions or not. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

B. Acknowledgment of Commercially Reasonable Security Procedures

By using Online Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions,

whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

C. Limitation of Bank's Liability

If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where Bank of America is headquartered for each day interest is due, computed on the basis of a 360-day year. Unless otherwise required by law, in no event will Bank of America be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.

For the provisions governing our liability for ACH or Wire Transfers, please see Section 6.E above.

10. Disclaimer of Warranties, Limitation of Liability and Indemnification

A. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS OR AGENTS, MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICES. WE AND OUR VENDORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICES DESCRIBED OR PROVIDED. NEITHER WE NOR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS OR AGENTS, WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FOR PURPOSES OF THIS AGREEMENT, "VENDOR(S)" MEANS ANY THIRD-PARTY SERVICE PROVIDER, NETWORK OR PARTNER FINANCIAL INSTITUTION WE MAY ENGAGE TO PERFORM FUNCTIONS FOR US UNDER THIS AGREEMENT.

NEITHER WE NOR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS OR AGENTS, WARRANT THAT THE WEB SITE, OR THE SERVER THAT MAKES THEM AVAILABLE, IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS.

B. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICES; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR OUR VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICES OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

FURTHER, WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR FAILURE TO EXECUTE ANY TRANSFER OR PERFORM A RELATED ACT IF SUCH FAILURE IS DUE TO CAUSES OR CONDITIONS

BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, STRIKES, RIOTS, INSURRECTION, WAR, MILITARY OR NATIONAL EMERGENCIES, ACTS OF GOD, NATURAL DISASTERS, FIRE, OUTAGES OF COMPUTERS OR ASSOCIATED EQUIPMENT, QUARANTINES, PANDEMICS, OR FAILURE OF TRANSPORTATION OR COMMUNICATION METHODS OR POWER SUPPLIES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF US OR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS AND AGENTS IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

C. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Services, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless us, our Vendors, including our or their owners, directors, officers, agents from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, errors, or inability to use the Services, or any violation by you of the terms of this Agreement or your breach of any representation or warranty contained in this Agreement.

The provisions of Sections 10.A, B and C shall survive termination of this Agreement.

11. Other Terms and Conditions

A. Service Charges

Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is no service charge for accessing your linked accounts with the Service.

In addition to the fees already described in this Agreement, you should note that depending on how you access the Services, you might incur charges for:

Normal account fees and service charges, such as stop payment requests, check copy orders and account statement copy orders.

Internet service provider fees.

Wireless carrier fees.

Returned item fees from the payee or overdraft fees may apply if you schedule payments or transfers and your available balance is not sufficient to process the items on the dates scheduled and/or on the dates when the items are presented to us for payment.

B. Service Hours

The Services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When this occurs, a message will be displayed on-line when you sign on to Online Banking. Our Call Centers are available Monday through Friday from 7:00 a.m. to 10:00 p.m., and Saturday and Sunday from 8:00 a.m. to 5:00 p.m. local time, excluding bank holidays, and may be reached through the contact numbers contained in the applicable sections of this Agreement. You may also write us at:

Bank of America
FL1-300-02-07
P.O. Box 25118
Tampa, FL 33622-5118

C. Business Days

For the Services, our business days are Monday through Friday, excluding bank holidays. For investment accounts only, all stock exchange closures and holidays will be observed (such as Good Friday) as well as the bank holidays.

D. Changes to Agreement

We may add, delete or change the terms of this Agreement at any time. We will inform you of changes when legally required and will try to inform you of the nature of any material changes even when not legally required to do so. We may communicate changes by either mail, email or a notice on our website and will make the updated terms available on our website. You agree that by continuing to use the Services after the date that changes are posted to our website, such changes will be effective for transactions made after that date, whether or not you access the website or otherwise receive actual notice of the changes. If you do not agree with a change, you may discontinue using the Services.

E. Cancellation

The Services remain in effect until they are terminated by you or Bank of America. You may cancel one or more of your Services at any time by notifying us of your intent to cancel in writing, through Online Banking secure mail, or by calling customer service at **800.432.1000**. For small business accounts, call **866.758.5972**. This cancellation applies to your Services, and does not terminate your Bank of America accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the Service. Otherwise, Bank of America will cancel any scheduled payments within two (2) business days from the date we receive your request to discontinue the Service. If you close your primary checking account, or there is no longer any eligible funding account linked to your Service, any unprocessed payments will be canceled. The Services will also end if you close all accounts linked to your Online Banking profile.

We may terminate your participation in any or all of your Services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

F. Disclosure of Account Information

We may disclose information about your accounts to consumer reporting agencies and to other persons or agencies who, in our judgment, have a legitimate purpose for obtaining information, as more fully described in the account agreement for the applicable account.

By enrolling in online and mobile banking, you will be automatically enrolled in the Bank's merchant rewards program, BankAmeriDeals, whereby the Bank will share anonymized transaction information with vendors in order to facilitate your participation in the rewards program and present offers that may be of interest to you. By participating in BankAmeriDeals, the Bank will also share anonymized transaction information with participating merchants, third parties and card networks to administer your benefits and rewards. As always, we will only use personally identifiable information if needed and in accordance with our Online Privacy Notice and U.S. Consumer Privacy Notice.

By using our services, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use, or to disclose to Bank of America, or other entities working with Bank of America, your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device status details, if available, where provided in accordance with your mobile operator's privacy policy, for the duration of our business relationship solely to help verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of our services.

Erica is the Bank's virtual financial assistant (a bot) that provides automated responses to your questions. We keep a record of your conversations with Erica for quality assurance, to maintain an accurate account of your requests, identify opportunities to make Erica's responses more helpful and ensure Erica's performance is optimal. When you interact with Erica by voice, the discussions are recorded and saved for 90 days so they can be analyzed to help refine listening skills. You acknowledge that once you invoke the microphone in a session, Erica may capture, record, and transcribe other voices in addition to yours, and may continue recording for a period of time (up to 15 seconds) unless you close Erica or log out of the Mobile Banking app.

We will only use personally identifiable information in accordance with our Online Privacy Notice and U.S. Consumer Privacy Notice. For more information, go to our Web site at <https://www.bankofamerica.com/privacy>.

We make security and the protection of your information a top priority. You can access our Online Privacy Notice and U.S. Consumer Privacy Notice at <https://www.bankofamerica.com/security-center/overview/>, which are incorporated into and made a part of this Agreement by this reference.

G. Consent to Provide Electronic Communications

As part of Online Banking enrollment, you consented to the Online Banking Electronic Communications Disclosure ("eCommunications Disclosure") which allows us to provide you with account-related communications electronically. Pursuant to this consent, we will deliver these communications electronically by either posting the communication to your online banking secure mailbox or to our website, sending it to your email address or by

other electronic means. You are responsible for providing us with a valid e-mail address to accept delivery of electronic communications and you must notify us of any changes or updates to your email address. You agree that once we email or post the communications within our website, we have delivered the Communications to you in a form that you can retain. You have the option to view, save, or print PDF versions of your account documents from the Website via desktop, tablet or mobile device.


Business Services Addendum

Some accounts and services, and the fees that apply to them, vary from state to state. Please review the information for your state in the Personal Schedule of Fees (at www.bankofamerica.com/feesataglance or at your local Banking Center) and in the Online Banking Service Agreement at www.bankofamerica.com/serviceagreement.

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View all deposits FAQs

Expand all | Collapse all

What is a wire transfer? ^

A wire transfer is an electronic payment service for transferring funds by wire, for example through SWIFT, the Federal Reserve Wire Network or the Clearing House Interbank Payments System.

What is a Remittance transfer? v

How do I send a domestic or international wire transfer? v

What should I do if I receive an error message that discusses exact fees from other banks? v

Are there countries where I should only send USD and not the local/foreign currency? v

Do business wires require exact fees to be known? v

How do I assert an error with my Remittance Transfer? v

How do I cancel a Remittance Transfer? v

Can someone wire funds to my account at Bank of America? v

Are there fees and limits for domestic and international wire transfers? ^

Fees and limits may apply, depending on your account type and the type of wire. You will be able to review any fees and limits before completing your wire transfer in Online Banking. Latest transfer limits are also available in our Online Banking service agreement. For Remittance Transfers, we're required by law to inform you of the exact fees you will incur for international transfers.

EXHIBIT

Wire Transfers FAQs

may try again in foreign currency -- this may help us determine the exact fees incurred for this transaction and enable us to send the wire request successfully.

What else do I need to send a wire transfer?



What is a SWIFT Code?



Which Bank of America SWIFT Code should I provide?



What is an IBAN number?



Does Bank of America have an IBAN number?



How should I obtain the IBAN numbers of another bank?



How soon can an international recipient receive the funds from a wire transfer?



Global transfers made easy

Make secure international wire transfers right from your Bank of America account

Log in to get started

Information for:

ZIP code*

33137

Go


Contact us

Schedule an appointment

Wire Transfers FAQs

[> Bank of America](#)[> Checking](#)[Checking](#)[Savings](#)[CDs](#)[IRAs](#)[Managing Your Account](#)[Access Accounts](#)[Home](#) | [Privacy](#) | [Security](#) | [Careers](#) | [Share Your Feedback](#) | [Sitemap](#)[Advertising Practices](#)[Browse with a Specialist](#)[CA Opt-Out Preference Signals Honored](#)

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EXHIBIT B

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

AARON ASELTINE, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

BANK OF AMERICA, N.A.,

Defendant.

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. 23 CVS 04529

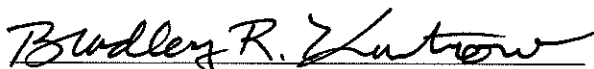
**NOTICE OF FILING
OF NOTICE OF REMOVAL**

PLEASE TAKE NOTICE THAT on April 25, 2023, Defendant Bank of America, N.A. filed a Notice of Removal of this action to the United States District Court for the Western District of North Carolina. A true and correct copy of the Notice of Removal is attached hereto.

PLEASE TAKE FURTHER NOTICE that the filing of the Notice of Removal in the United States District Court for the Western District of North Carolina and the filing of this Notice effect the removal of this action, and pursuant to 28 U.S.C. § 1446(d), the above-captioned action may proceed no further unless and until the case is remanded.

Respectfully submitted this 25th day of April, 2023.

McGuireWoods LLP



Bradley R. Kutrow

N.C. Bar No. 13851

MCGUIREWOODS LLP

201 North Tryon Street, Suite 3000

Charlotte, North Carolina 28202

Telephone: 704.343.2049

Facsimile: 704.343.2300

bkutrow@mcguirewoods.com

Counsel for Defendant

Bank of America, N.A.

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this day served the foregoing **NOTICE OF FILING OF NOTICE OF REMOVAL** on all parties to this cause by depositing a copy hereof, postage prepaid, in the United States Mail, addressed to the attorney for each said party as follows:

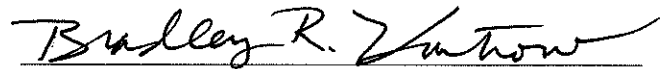
David M. Wilkerson
THE VAN WINKLE LAW FIRM
11 North Market Street
Asheville, NC 28801
Attorneys for Plaintiff

Sophia Goren Gold
KALIELGOLD PLLC
950 Gilman Street, Ste 200
Berkeley, CA 94710
Attorneys for Plaintiff

Jeffrey D. Kaliei
KALIELGOLD PLLC
1100 15th Street NW 4th Floor
Washington, D.C. 20005
Attorneys for Plaintiff

Jeff Ostrow
Jonathan Streisfeld
Daniel Tropin
KOPELOWITZ OSTROW FERGUSON WEISELBERG GILBERT
One W. Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301
Attorneys for Plaintiff

This the 25th day of April, 2023.


Bradley R. Kutrow